

# Standard Bidding Document

Tender No 4335 (Procurement of Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)

(Goods)

National

Single Stage-One Envelope



*March 30, 2026*

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## INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **Material Management (Lahore Electricity Supply Company (LESCO))** has reserved Funds for the procurement planned for FY **2025-26**. The **Material Management (Lahore Electricity Supply Company (LESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Tender No 4335 (Procurement of Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date))**".
2. The **Material Management (Lahore Electricity Supply Company (LESCO))** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Tuesday, April 14, 2026 10:30 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, April 14, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

### 3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

*(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

## 4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

## 5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

## 6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. Bidding Documents

## 7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

**Section I** -Invitation to Bids

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Evaluation Criteria, Specifications, Schedule of Requirements

**Section V** Bid Forms

**Section VI** General Conditions of Contract (GCC)

**Section VII** Special Conditions of Contract (SCC)

**Section VIII** Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

## 8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9**.

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## 9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

## C. Preparation of Bids

## 10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

## 11. Documents and samples Constituting the Bid

**11.1 The Bid prepared by the Bidder shall constitute** the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

## 12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

**12.1** To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

## 13. Documents Establishing Eligibility and Qualification of the Bidder

**13.1** The Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

## 14. Form of Bids

**14.1** The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

## 15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

## 16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

## 17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

## 18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with the Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

1. the expiry of the Bid Security;
2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

1. if a Bidder:
2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
3. does not accept the correction of errors; or
4. in the case of a successful Bidder, if the Bidder fails:
5. to sign the contract; or
6. to furnish Performance Guarantee.

## 19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

## D. Submission of Bids

### 21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

### 22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

## 24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

## 25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

## 26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2**, it shall reject the Bid.

## 27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

## 28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

## 29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

### **1. Least Cost Based Selection (LCBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

### **2. Quality and Cost Based Selection (QCBS)**

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

### **3. Quality Based Selection (QBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

## 30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

## 31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in EvaluationCriteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

## 32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

## F. Award of Contract

### 33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

### 34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

### 35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

### 36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

### 37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

## 38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

## 39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## F. Grievance Redressal & Complaint Review Mechanism

### 40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

## G. Mechanism of Blacklisting

### 41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





## Bid Data Sheet

## Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency: <b>Material Management (Lahore Electricity Supply Company (LESCO))</b></p> <p>The subject of procurement is: <b>Tender No 4335 (Procurement of Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date))</b></p> <p>Expected commencement date: <b>Tuesday, June 30, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency: <b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P15455</b></p>
<b>3.</b>	<b>3.1</b>	<p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p> <p><i>see section of eligibility criteria.</i></p>
<b>B. Bidding Documents</b>		

4.	8.1	The Bidders may seek clarifications through <b>EPADS v2.0</b> : Clarification Date: Monday, April 6, 2026
C. Preparation of Bids		



5.

10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Documents/ Certificates to be submitted with Bid as per Form 2 as uploaded in Annexure Section

2. A Bidder may be ineligible if -

3. (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

4. (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct

5. (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

6. (f) Undertaking is not attached with the bid that the bidder is not blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies. (g) Bidder is not duly pre-qualified suppliers/manufacturers with the Purchaser/ DISCOs/NTDC/WAPDA/GENCOs.

7. (h) The bidder is not registered with Income

<b>6.</b>	<b>11.1</b>	<b>Items/Lots and threere relateddocuments:</b> <i>See section items and Lots</i>
<b>7.</b>	<b>12.1</b>	<b>Items / Lots Specifications:</b> <i>see section of items specifications.</i>
<b>8.</b>	<b>15.6</b>	The price shall be <b>Fixed.</b>
<b>9.</b>	<b>16.1</b>	Currency of the Bids shall be : <b>PKR</b>
<b>10.</b>	<b>17.1</b>	The Bids/Bid Validity period shall be: <b>75 Days</b>
<b>11.</b>	<b>18.1</b>	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b>  The Bid Security shall be in the form of: <b>Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</b>
<b>D. Submission of Bids</b>		

12.	20.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</b> before bid submission deadline.</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Tuesday, April 14, 2026 10:30 AM</b></p>
<p><b>E. Opening and Evaluation of Bids</b></p>		
13.	23.1	<p>The Bids opening shall take place on <b>EPADS v2.0</b></p> <p>Day : <b>Tuesday</b></p> <p>Date: <b>Tuesday, April 14, 2026</b></p> <p>Time : <b>11:00 AM</b></p>
14.	31.1	<p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i></p>
<p><b>F. Review of Procurement Decisions</b></p>		
15.	41.1	<p>Grievence against this procurement shall be submitted online on EPADS v2.0.</p> <p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

## Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	FBR (NTN)
Sole Proprietorship	FBR (GSTN)
Partnership Firm	
Company (Private Limited)	
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Tendering is opened to all local manufacturers, meeting the following requirements:-	No
i) The bidder must be prequalified and registered with LESCO / DISCO / any WAPDA formation under the relevant category of material being procured.	Yes

ii) The bidder should have registered with Income Tax & Sales Tax Department	Yes
iii) As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, only registered suppliers who are on Active Taxpayers List (ATL) of FBR, are eligible to supply goods / services to LESCO.	Yes

## Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

### Least Cost Based Selection (LCBS)

### Items/Lots

#### Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Warranty
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<p>Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)</p>	<p>Grounding hardware</p>	<p><b>Address:</b> Dy. Manager, LESCO Regional Store Shalamar, Dy. Manager, LESCO Regional Store Walgon Sohail, Dy. Manager, LESCO Regional Store Pattoki, <b>Schedule:</b> 50% quantity against each lot will supplied within 45-days and remaining 50% quantity will be delivered in next 45-days starting from the date of issuance of purchase order <b>Quantity:</b> 46250</p>	<p>46250</p>	<p>1790017</p>	<p>1 Years</p>
<p>Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)</p>	<p>Grounding hardware</p>	<p><b>Address:</b> Dy. Manager, LESCO Regional Store Shalamar, Dy. Manager, LESCO Regional Store Walgon Sohail, Dy. Manager, LESCO Regional Store Pattoki, <b>Schedule:</b> 50% quantity against each lot will supplied within 45-days and remaining 50% quantity will be delivered in next 45-days starting from the date of issuance of purchase order <b>Quantity:</b> 46250</p>	<p>46250</p>	<p>1790017</p>	<p>1 Years</p>
<p>Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)</p>	<p>Grounding hardware</p>	<p><b>Address:</b> Dy. Manager, LESCO Regional Store Shalamar, Dy. Manager, LESCO Regional Store Walgon Sohail, Dy. Manager, LESCO Regional Store Pattoki, <b>Schedule:</b> 50% quantity against each lot will supplied within 45-days and remaining 50% quantity will be delivered in next 45-days starting from the date of issuance of purchase order <b>Quantity:</b> 46250</p>	<p>46250</p>	<p>1790017</p>	<p>1 Years</p>

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## Related Services of Goods:

No

## Items/Lot Specification

### Items Without Lots :

**Item:** Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)

**UNSPSC:** Grounding hardware

### Specifications / Requirements:

The material shall be supplied strictly according to NTDC's standard specification and quantity mentioned in Form 3 & Form 4 If the Bidder does not possess the valid prototype approval for the offered material as per above mentioned standard specifications within last three years (if applicable under NTDC approved specification), the Bidder shall have to obtain the prototype approval from the office of Chief Engineer (S&S) NTDC, Lahore before start of mass production. Drawing and prototype samples for prototype testing (No. of samples as desired by the S&S office) shall be submitted within 30-days from the date of signing of Contract Agreement to

Chief Engineer (S&S) NTDC Lahore. Delay in offering the prototype beyond 30-days will be considered as breach of contract agreement and liquidated charges @ 0.0667% percent for each and every day, of delay in submission of prototype sample, beyond the allowable 30 days, shall be recoverable from the contractor. These liquidated charges are in addition to the liquidated damages stated in preamble to general conditions of contract clause 26.1. All expenses of testing charges will have to be borne by the manufacturer/supplier. Any change suggested during prototype testing for compliance of specification shall have to be incorporated without any extra price or claim. The Chief Engineer (S&S) NTDC will approve the prototype sample within 30-days after its submission. In case of failure of 1st prototype Sample, the material shall be improved and second samples must be re-offered for prototype testing to Chief Engineer (S&S) NTDC by the Bidder, within 10-days and get prototype approval within 20-days after its submission. The time taken for improvement in samples and resubmission of drawings will not entitle the manufacturer to claim extension in delivery period on this account. If the Prototype fails second time, firm will be considered Non-Responsive and performance security will be fortified / encashed in favor of LESCO and the Contract Agreement shall stand cancelled. LESCO reserves the right to place Letter of Acceptance on the second lowest & substantially responsive bidder. Any further delay shall be on account of the Supplier / manufacturer and LESCO reserves the right to deduct the Liquidated Damages according to the relevant clause of the Purchase Order. i. Only one FCS rate should be quoted for supply of Stores at Regional Store Shalamar, Lahore, 132-KV Grid Station Walgon Shohail (Feroze wattwaan) and 132-KV Grid Station Pattoki. Percentage wise exact quantity will be allocated / distributed at the time of placing Letter of Intent (LOI) or award of contract. ii. The quoted FCS price in Pak Rupees shall be firm and final and not subject to escalation for any reason what-so-ever. The Tenderer shall be entirely responsible for all duties and Taxes and other such levies on finished goods/ components and raw material of the Contracted goods until delivery to the consignee(s). The Sales Tax be quoted separately. iii. This tender will be evaluated in the light of categorization policy formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1. iv. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing capacity / capability etc. v. Conditional Bids / Rates will not be entertained / accepted. vi. Bid submission / Tender opening date & timings shall be observed strictly. vii. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works. viii. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions. ix. In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at

same time and place / venue. x. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCOs along-with its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (S&S) NTDC Lahore letter No.3187-97 dated. 20.10.2015, otherwise your firm will be considered for educational order / non-responsive. xi. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements

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formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1. iv. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing capacity / capability etc. v. Conditional Bids / Rates will not be entertained / accepted. vi. Bid submission / Tender opening date & timings shall be observed strictly. vii. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works. viii. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions. ix. In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue. x. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCOs along-with its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (S&S) NTDC Lahore letter No.3187-97 dated. 20.10.2015, otherwise your firm will be considered for educational order / non-responsive. xi. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements

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**Specifications / Requirements:**

The material shall be supplied strictly according to NTDC's standard specification and quantity mentioned in Form 3 & Form 4 If the Bidder does not possess the valid prototype approval for the offered material as per above mentioned standard specifications within last three years (if applicable under NTDC approved specification), the Bidder shall have to obtain the prototype approval from the office of Chief Engineer (S&S) NTDC, Lahore before start of mass production. Drawing and prototype samples for prototype testing (No. of samples as desired by the S&S office) shall be submitted within 30-days from the date of signing of Contract Agreement to Chief Engineer (S&S) NTDC Lahore. Delay in offering the prototype beyond 30-days will be considered as breach of contract agreement and liquidated charges @ 0.0667% percent for each and every day, of delay in submission of prototype sample, beyond

the allowable 30 days, shall be recoverable from the contractor. These liquidated charges are in addition to the liquidated damages stated in preamble to general conditions of contract clause 26.1. All expenses of testing charges will have to be borne by the manufacturer/supplier. Any change suggested during prototype testing for compliance of specification shall have to be incorporated without any extra price or claim. The Chief Engineer (S&S) NTDC will approve the prototype sample within 30-days after its submission. In case of failure of 1st prototype Sample, the material shall be improved and second samples must be re-offered for prototype testing to Chief Engineer (S&S) NTDC by the Bidder, within 10-days and get prototype approval within 20-days after its submission. The time taken for improvement in samples and resubmission of drawings will not entitle the manufacturer to claim extension in delivery period on this account. If the Prototype fails second time, firm will be considered Non-Responsive and performance security will be fortified / encashed in favor of LESCO and the Contract Agreement shall stand cancelled. LESCO reserves the right to place Letter of Acceptance on the second lowest & substantially responsive bidder. Any further delay shall be on account of the Supplier / manufacturer and LESCO reserves the right to deduct the Liquidated Damages according to the relevant clause of the Purchase Order. i. Only one FCS rate should be quoted for supply of Stores at Regional Store Shalamar, Lahore, 132-KV Grid Station Walgon Shohail (Feroze wattwaan) and 132-KV Grid Station Pattoki. Percentage wise exact quantity will be allocated / distributed at the time of placing Letter of Intent (LOI) or award of contract. ii. The quoted FCS price in Pak Rupees shall be firm and final and not subject to escalation for any reason what-so-ever. The Tenderer shall be entirely responsible for all duties and Taxes and other such levies on finished goods/ components and raw material of the Contracted goods until delivery to the consignee(s). The Sales Tax be quoted separately. iii. This tender will be evaluated in the light of categorization policy formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1. iv. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing capacity / capability etc. v. Conditional Bids / Rates will not be entertained / accepted. vi. Bid submission / Tender opening date & timings shall be observed strictly. vii. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works. viii. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions. ix. In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue. x. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCOs along-with its completion and performance of supplied material in the light of specification / instructions /

guidelines issued by Chief Engineer (S&S) NTDC Lahore letter No.3187-97 dated. 20.10.2015, otherwise your firm will be considered for educational order / non-responsive. xi. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements

## Price Schedule

### For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

### For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





## General Conditions of Contract

## A. General

### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;
2. "Procuring Agency" means:-
  - 2.1. any Ministry, Division, Department or any Office of the Government;
  - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

18. "In Writing" means communicated in written form with proof of receipt;

19. "Local Currency" means the currency of Pakistan;

## 2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

## 3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

## 6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in **SCC**.

## 7. Authorized Representatives / Authority of Member in charge

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

## B. Commencement, Completion, Modification, and Termination of Contract

## 8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## 9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## 10. Program

10.1 Before commencement of the Services, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

## 11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## 13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## 14. Force Majeure

### 14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

## **14.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## **14.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **14.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **15. Termination**

### **15.1 By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### **15.2 By the Bidder**

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

1. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

## C. Obligations of the Bidder

### 16. General

#### 16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

#### 16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

### 17. Conflict of Interests

#### 17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

#### 17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
2. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

## 18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

## 19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## 20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

## 21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

## 22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

## 22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

## 22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

## 23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

## 24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

## D. Bidder's Personnel

### 26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

## 27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

### 29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

### 30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described, at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

## F. Payments to the Bidder

### 31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

## 32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

## 33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

## G. Quality Control

### 34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

### 35. Correction of Defects, and

#### **Lack of Performance Penalty**

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

## 36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

## H. Settlement of Disputes

### 37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.





## Special Conditions of Contract

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 1</b>	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager ProcurementLESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is: Tender No 4335 (Procurement of Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)</b></p>
<b>GCC 3</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 4</b>	<p><b>Language:</b></p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>English.</b></p>

<p><b>GCC 5</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-0342 ammm5@lesco.gov.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 7.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Material Management (Lahore Electricity Supply Company (LESCO)),Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). +92-370-499-0342 ammm5@lesco.gov.pk</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 8</b></p>	<p><b>Effectiveness of the contract</b></p>
<p><b>GCC 9</b></p>	<p><b>Commencement of Contract:</b></p>
<p><b>GCC 11.2</b></p>	<p><b>Expiration of Contract:</b></p>

<p><b>GCC 15</b></p>	<p><b>Termination</b></p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
<p><b>GCC 17</b></p>	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
<p><b>GCC 22</b></p>	<p><b>Liquidated Damages</b></p> <p>If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of <b>2.00%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
<p><b>GCC 23</b></p>	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be <b>5.00%</b> of the contract price in acceptable form of <b>Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft</b></p>
<p><b>GCC 32</b></p>	<p><b>Payment terms:</b></p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>
<p><b>GCC 33</b></p>	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>

**GCC 34****Identifying Defects:**

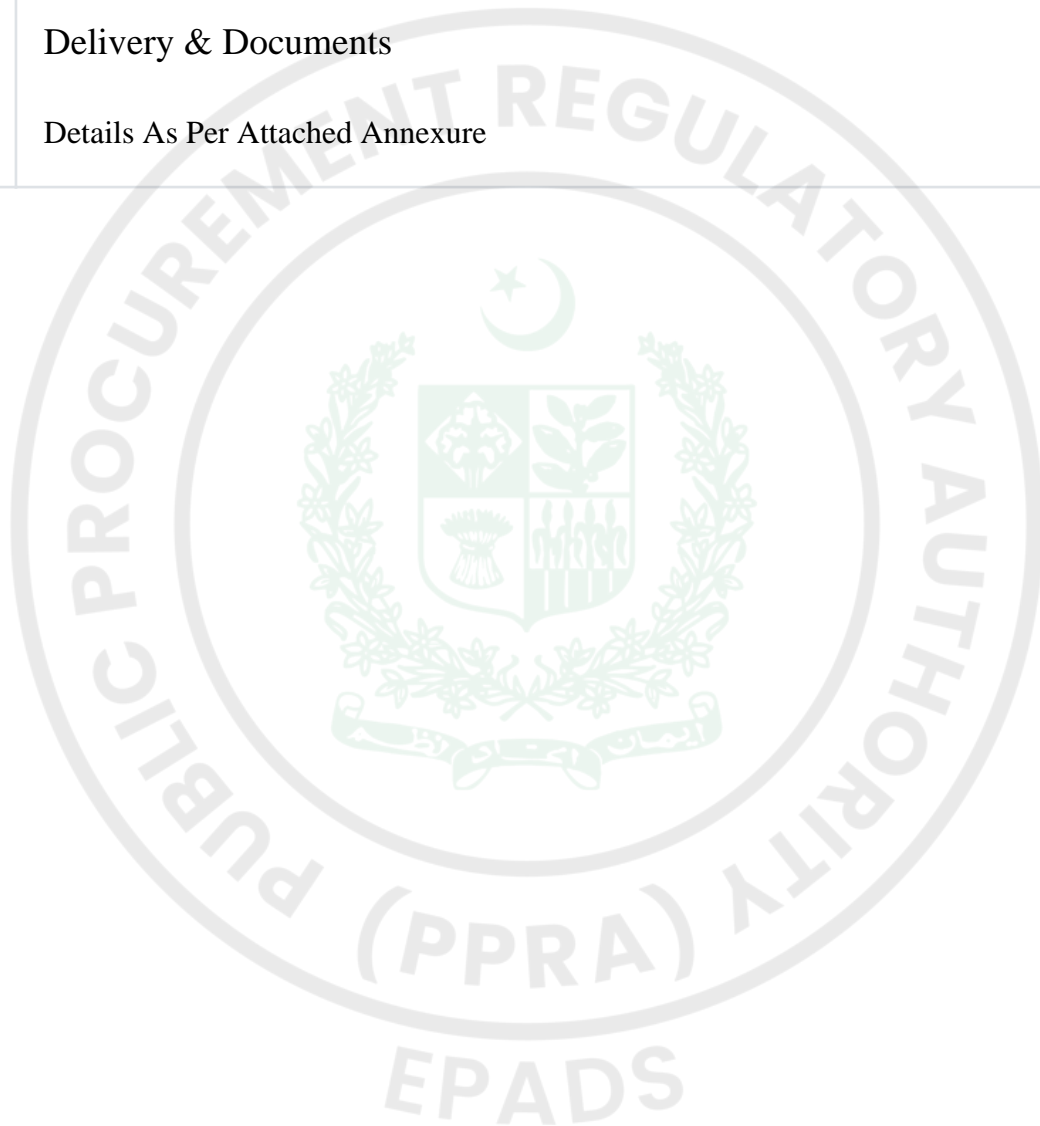
The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

**Inspections & Tests Requirements**

Details As Per Attached Annexure

**Delivery & Documents**

Details As Per Attached Annexure



**Following is the guidance for Dispute Resolution**

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

## Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **PI5455**

To: **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Tender No 4335 (Procurement of Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date) (PI5455)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

## Performance Guarantee Form

To: **Material Management (Lahore Electricity Supply Company (LESCO)), Assistant Manager Procurement** **LESCO Head Quarter, 22-A, Queens Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



Annexure

## Submission of Duly Filled Annexures/Forms and Compliance with Tender Requirements

In continuation of the procurement process, it is requested that the attached forms/annexures may kindly be reviewed, duly filled, signed (where required), and re-attached/submitted accordingly. The information provided in these annexures shall form an integral part of the subject procurement/tender.

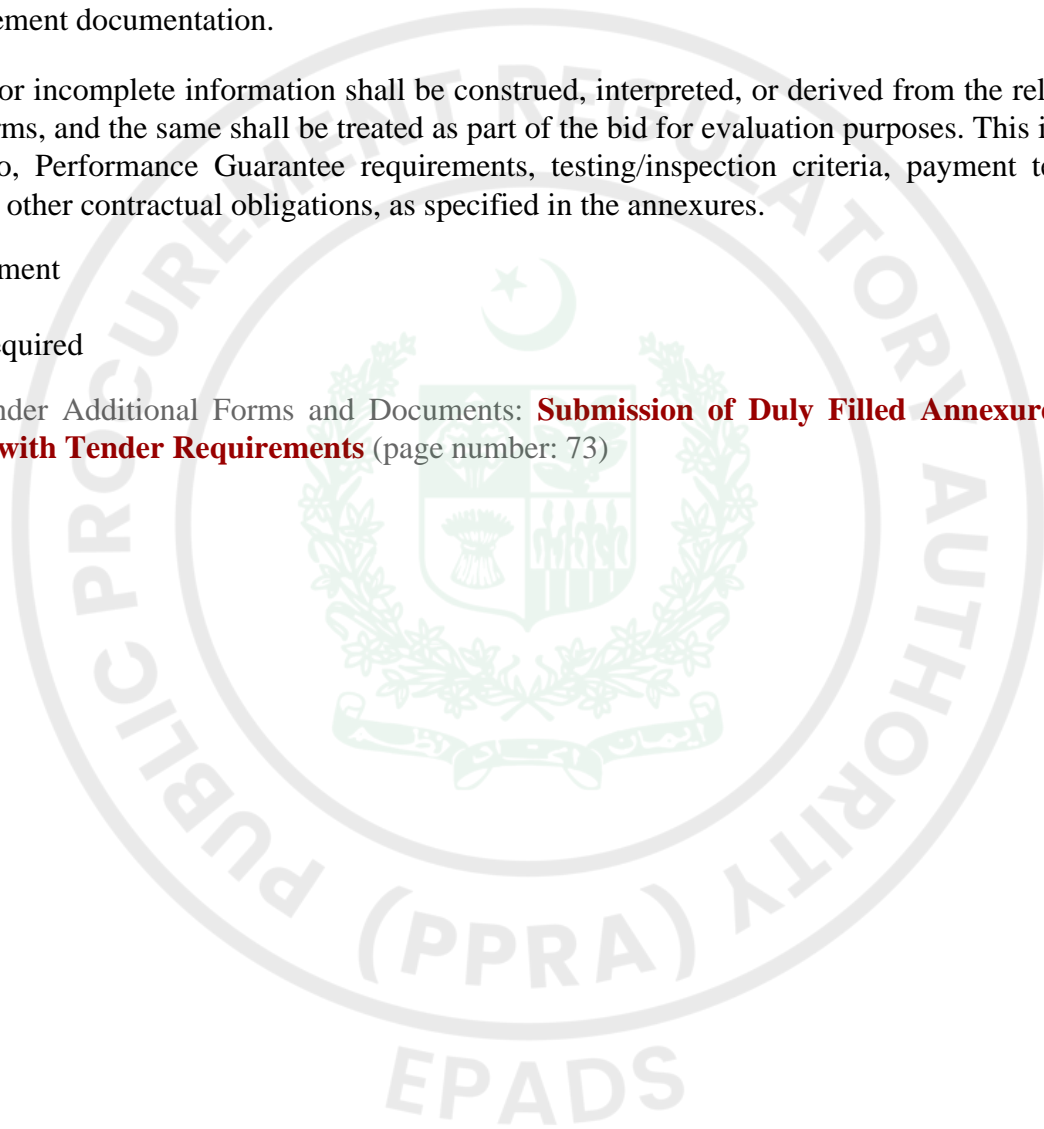
It is further clarified that all attached details and requirements, including but not limited to Bank Guarantee format/requirements, item specifications, mandatory clauses, technical parameters, and other relevant conditions, shall be considered binding and integral parts of the bidding documents for this procurement/tender. Therefore, the same must be carefully completed and submitted to ensure completeness of the procurement documentation.

Any missing or incomplete information shall be construed, interpreted, or derived from the relevant attached annexures/forms, and the same shall be treated as part of the bid for evaluation purposes. This includes, but is not limited to, Performance Guarantee requirements, testing/inspection criteria, payment terms, delivery schedule, and other contractual obligations, as specified in the annexures.

Upload Document

Document Required

See Form Under Additional Forms and Documents: **Submission of Duly Filled Annexures/Forms and Compliance with Tender Requirements** (page number: 73)





## Procurement Forms

## Past Experience and Completed Contracts

The bidder should have at 03 years' experience of supply of offered equipment of the same nature or higher capacity. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 155)







## Additional Forms and Documents



## Procurement of Distribution Material

Tender No.4335

### A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	The Procuring Agency (PA), as indicated in the <b>Bid Data Sheet (BDS)</b> invites Bids for the provision of Goods as specified in the BDS and <b>Section V Technical Specifications &amp; Schedule of Requirements</b> . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the <b>BDS</b> .
<b>2. Source of Funds</b>	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
<b>3. Eligible Bidders</b>	3.1	Tendering is opened to all local manufacturers, meeting the following requirements:-  i) The bidder must be prequalified and registered with LESCO / DISCO / any WAPDA formation under the relevant category of material being procured. ii) The bidder should have registered with Income Tax & Sales Tax Department iii) As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, only registered suppliers who are on Active Taxpayers List (ATL) of FBR, are eligible to supply goods / services to LESCO.
	3.2	The appointment of Lead Member in the joint venture ,consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture ,consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registers with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the procuring agency along with their bid, however, the final award will be subject to the complete registration process.



## Procurement of Distribution Material

**Tender No.4335**

	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder(s) may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ol style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ol>
	3.8	<p><b>A Bidder may be ineligible if -</b></p> <ol style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</li> <li>(f) Undertaking is not attached with the bid that the bidder is not blacklisted by NTDC/WAPDA/DISCOs/any Government/Public department/Donor Agencies.</li> <li>(g) Bidder is not duly pre-qualified suppliers/manufacturers with the Purchaser/DISCOs/NTDC/WAPDA/GENCOs.</li> <li>(h) The bidder is not registered with Income Tax &amp; Sales Tax departments.</li> </ol>
	3.9	<p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
<p><b>4. One Bid per Bidder</b></p>	4.1	<p>A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.</p>
	4.2	<p>No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.</p>
	4.3	<p>A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.</p>
<p><b>5. Cost of Bidding</b></p>	5.1	<p>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>



## Procurement of Distribution Material

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### B. BIDDING DOCUMENTS

<b>6.Contents of Bidding Documents</b>	6.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p><b>Section I</b> -Invitation to Bids <b>Section II</b> Instructions to Bidders (ITBs) <b>Section III</b> Bid Data Sheet (BDS) <b>Section IV</b> Eligible Countries <b>Section V</b> Technical Specifications, Schedule of Requirements <b>Section VI</b> Forms – Bid <b>Section VII</b> General Conditions of Contract (GCC) <b>Section VIII</b> Special Conditions of Contract (SCC) <b>Section IX</b> Contract Forms</p>
	6.2	<p>The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b>.</p>
	6.3	<p>The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed PDF version downloaded from the website of Procuring Agency. However, Procuring Agency shall place both the PDF and same editable version to facilitate the bidder for filling the forms.</p>
	6.4	<p>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.</p>
<b>7.Clarification of Bidding Documents</b>	7.1	<p>A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the <b>BDS</b>.</p>
	7.2	<p>The Procuring Agency will within 05 working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than 07 days prior to the deadline for the submission of Bids as prescribed in <b>ITB 23.1</b>. However, this clause shall not apply in case of alternate methods of Procurement.</p>
	7.3	<p>Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of Procuring Agency, the response of all such queries will also be available on the same link available at the website.</p>



## Procurement of Distribution Material

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	7.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under <b>ITB 9</b> .
	7.5	If indicated <b>in the BDS</b> , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned <b>in the BDS</b> . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	7.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to <b>ITB 9</b> . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>8.Amendment of Bidding Documents</b>	8.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	8.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	8.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.



C. PREPARATION OF BIDS

<p>9. Language of Bid</p>	<p>9.1</p>	<p>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
<p>10. Documents and Sample(s) Constituting the Bid</p>	<p>10.1</p>	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"><li>a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b>;</li><li>b) Details of the Sample(s) where applicable and requested in the <b>BDS</b>.</li><li>c) Documentary evidence established in accordance with <b>ITB 13</b> that the Bidder is eligible and/or qualified for the subject bidding process.</li><li>d) Documentary evidence established in accordance with <b>ITB 12</b> that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents.</li><li>e) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b>.</li><li>f) Any of other document mentioned in the BDS.</li></ul>
	<p>10.2</p>	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"><li>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the <b>BDS</b>;</li><li>(b) carriage paid;</li><li>(c) received on, or before, the closing time and date for the submission of bids; and</li><li>(d) evaluated to determine compliance with all characteristics listed in the <b>BDS</b>.</li></ul>
	<p>10.3</p>	<p>The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)-</p> <ul style="list-style-type: none"><li>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</li><li>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</li></ul>
	<p>10.4</p>	<p>Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p>
	<p>10.5</p>	<p>Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.</p>
	<p>10.6</p>	<p>All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till <b>thirty (30) days</b> from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p>



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### 11 Bids liable to rejection

11.1

Bids are liable to be rejected and declared as rejected/non-responsive forthwith if:

1. The bidder does not submit the required documents and complete offer in duplicate (1 original + 1 copy). Copy of the bid should be same as of original with all required documents. N/A
2. The bid covers only a part/portion of the required equipment /lot instead of complete quantity.
3. Alternate proposal is submitted with the bid.
4. The bid is submitted on other than the prescribed form (Form No. 1 to 13) (Applicable Forms only) or is incomplete or conditional.
5. The bid is illegible in any material, part or contains alteration, additions, deletions, erasers other irregularities.
6. Not accompanied with a bid guarantee or with insufficient/less/short validity or un-acceptable tender/bid guarantee or on format other than provided in the bidding document or not comply with ITB 18.1, 18.3 to 18.9 or amendment in bid guarantee or submitted bid guarantee is from Banks other than mentioned in bidding document.
7. Tender is in some way connected with bids submitted under names different from his own.
8. Supply record (copies of contract) is not provided with the bid to ascertain the qualification criteria as mentioned in clause "I" ITB of the bidding document.
9. The offer is not accompanied with schedule of technical data & drawings of offered equipment and schedule of deviation (if any) duly filled in and un-signed (in duplicate).
10. Offer letter/Form of Bid as provided in the bidding document is not attached with the bid or not duly signed and stamped or filled by the bidder.
11. Financial statements and documents are not attached with the bid as required in bidding document
12. Firm (Bidder/manufacturer/contractor etc.) blacklisted/debarred by any organization national/worldwide as per PPRA Rules, 2004 and any other instructions/ clarifications imparted by PPRA regarding blacklisting /debarment of particular firm or any other firm.
13. Integrity Pact (If Applicable) is not attached with the bid.
14. Undertaking for Quality and Standards on the bidders letter head stating that material being offered by the bidder shall comply to the WAPDA/NTDC/IEC amended to date standards and there will be no compromise on the quality of the product for what so ever reason is not attached with the bid.
15. Bidder/manufacturer do not attach its registrations including FBR, pre-qualification/general order supplier etc.
16. The bid covers only a part /portion of the required equipment / partial quantity instead of complete quantity mentioned in lot.



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17. Any false statement made in the bid or conditional bid is submitted.
18. Any practice/act to influence the evaluation till award of the contract.
19. All the Applicable Forms (Section-VI) (Form 1 to 13) which are mentioned in this bidding document are not filled and duly signed & stamped by the bidder.
20. The firm will be declared non-responsive if the firms /bidders/suppliers/contractors/local agents /subsidiaries, who have defaulted/did not supplied material/ poor performance/forfeiture of performance security / sub-standard material against any contract agreement/purchase order in WAPDA/NTDC/DISCOs during the last three (03) years starting from the date of opening of this tender.
21. The firm/bidders/suppliers/contractors/local agents/subsidiaries will be declared non-responsive after accessing the net financial impact of loss suffered/borne due to litigation/non-delivery of material/retendering of the same material etc.
22. The bidder shall submit an Undertaking along with his bid that the Bidder is not blacklisted/debarred by NTDC /WAPDA / DISCOs/any Government/ Public department/Donor Agencies at the time of submission of bids. Non-submission of this undertaking may result in the rejection of the bid. The said undertaking will subsequently become part of Contract Agreement/purchase order as well.
23. Non-provision of information regarding beneficial owners on Annex-I as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCOs/ NTDC/ WAPDA or any procuring agency who are consistently non-performing (Non-delivery of material, non-submission of Performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements etc.) then the bidder's having same Beneficiary/ owners firm's shall be declared as non-responsive.
24. All participating bidders quote the same price against offered material. Such activity shall be considered under fraudulent practice and action will be initiated as per clause ITB 49 of the bidding document. Moreover, matter will be forwarded to Competition Commission of Pakistan for further strict action.
25. Complete bid is not signed & stamped by the bidder.

**AND**

Undertaking is not attached on letter head of the bidder that bidder complies with all the clauses, terms & conditions & literature of the entire bidding document and all attached requisite & supporting documents with the bid are genuine & authentic. Evaluator/procuring agency has full leverage to determine the trueness of attached documents with the bid and if any document is



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		<p>found false/fake, then procuring agency may initiate action against the bidder as per provisions available in bidding document and PPRA Rules.</p> <p>26. Non-provision of Declaration on bidder's letter head that bidder (in case bidder is also manufacturer) or bidder &amp; manufacturer both (in case bidder is not manufacturer) have not defaulted any contract agreement/purchase order in WAPDA/NTDC /DISCOs.</p> <p>27. Non-submission of last three years income tax returns of FBR (In case of Litigation).</p> <p>28. Any document found missing as per Form-2 (Documents / Certificates to be submitted with Bid) of the bidding documents.</p>
<p><b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b></p>	<p>12.1</p>	<p>Pursuant to <b>ITB 11</b>, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p>
	<p>12.2</p>	<p>The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the goods and related services offered</p>
	<p>12.3</p>	<p>The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and technical data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul>
	<p>12.4</p>	<p>List of Spare parts in offered material shall strictly be provided by bidder as per WAPDA/NTDC (amended to date) specifications of or mentioned in the scope/specification of material with the bid.</p>
	<p>12.5</p>	<p>For purposes of the commentary to be furnished pursuant to <b>ITB 12.3(c)</b> above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
	<p>12.6</p>	<p>The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.</p>



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<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	13.1	Pursuant to ITB 10 & ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, "he possesses all the requirement submitted at the time of prequalification".
	13.3	Tenderer must possess and provide evidence of the following experience:- a) the manufacturer shall have been engaged in manufacturing of material mentioned in ITB. b) The bidder has the financial, technical and supply / production capability necessary to perform the Contract and meets the qualification criteria specified in BDS. c) The local manufacturer is to be registered with Sales Tax department and must provide certificate.
	13.4	In addition to the documents required in clause 13.1, 13.2, & 13.3, the Tenderer shall submit the documents mentioned in the list of documents to be submitted (Form-2)
	13.5	Tenders not accompanied with the documents such as acceptable Tender Security, Sample materials, Certificates and those which required to substantiate the legitimacy of the Tender may result in rejection of Tender
	13.6	The Tenderer shall clearly mention all information precisely regarding Tender validity, delivery schedule, terms of payment and the schedule of technical data. Any incomplete information or the terms "as per tender" or " as per clause" if mentioned instead of actual data may render the Tender as liable for rejection.
	13.7	LESCO reserves the right to divide the quantity to be purchased amongst two/more Tenderers in the ratio depending upon production capacity and previous performance.
	13.8	The tenderer must submit the documentary evidence of the goods and services being in conformity to the tendering documents in the form of literature drawings, data etc.
<b>14. Form of Bid</b>	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.



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	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that:</p> <ul style="list-style-type: none"><li>a) where there is only one (substantially) responsive bidder, or</li><li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li></ul> <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price or as specified in <b>BDS</b>.</p>
	15.4	<p>The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid, excluding any discounts offered.</p>
	15.5	<p>The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.</p>
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"><li>a) The bidders should quote the FCS price as per price schedule to supply at Regional Store Shalamar, Lahore, 132-KV Grid Station Walgon Sohail (Feroze wattwaan) and 132-KV Grid Station Pattoki. Percentage wise exact quantity will be allocated / distributed at the time of placing Letter of Intent (LOI) or award of contract..</li><li>b) all applicable taxes which will be payable on the goods if the contract is awarded.</li><li>c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>BDS</b>.</li><li>d) the price of other (incidental or allied) services, if any, listed in <b>BDS</b>.</li><li>e) All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder. However, in price schedules prices shall be quoted without GST.</li></ul>



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	15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> <p>a) <b>For Goods: -</b></p> <p>i) the price of the Goods, quoted as per terms and conditions specified in the <b>BDS</b>.</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) <b>For Related Services</b></p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	<p>The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.</p>
	15.9	<p>If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.</p>
16. <i>Bid Currencies</i>	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the <b>BDS</b>.</p>
17. <i>Bid Validity Period</i>	17.1	<p>Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.</p>
	17.2	<p>Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB 18</b> shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be</p>



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		executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB 18</b> in all respects.
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Pursuant to <b>ITB 10 and ITB 11</b> , unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount <b>not exceeding 5%</b> of the total value of bid price for offered goods and in the amount and currency specified in the <b>BDS</b> .
	18.2	The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 18.9</b> .
	18.3	The Bid Security shall be denominated in the local currency and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: a) a bank guarantee issued by the Scheduled Banks as mentioned in the BDS in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for <b>Twenty Eight (28)</b> days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the <b>BDS</b>
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB 28</b> .
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to <b>ITB 17</b> . The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids;



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		(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 41</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 42</b> .
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 17.2</b> ; or ii) does not accept the correction of errors pursuant to <b>ITB 30.3</b> ; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with <b>ITB 41</b> ; or ii) to furnish performance security (or guarantee) in accordance with <b>ITB 42</b> .
<b>19. Alternative Bids by Bidders</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the <b>BDS</b> , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
<b>20. Withdrawal, Substitution, and Modification of Bids</b>	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
<b>21. Format and Signing of Bid</b>	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the <b>BDS</b> , clearly marking each "ORIGINAL" and "COPY,"



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		as appropriate. In the event of any discrepancy between them, the original shall prevail: <b>N/A</b>
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed/signed by the person or persons signing the Bid. <b>(Only electronic bid is to be submitted on E-PADs)</b>
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

### D. SUBMISSION OF BIDS

<b>22. Sealing and Marking of Bids</b>	22.1	In case of <b>Single Stage One Envelope Procedure</b> , the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <i>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i> <b>(Not applicable, only electronic bid is to be submitted on E-PADs)</b>
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the <b>BDS</b> ; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the <b>BDS</b> , the Invitation to Bids (ITB) title and number indicated in the <b>BDS</b> , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the <b>BDS</b> , pursuant to <b>ITB 23.1</b> .
	22.3	If all envelopes are not sealed and marked as required by <b>ITB 22.2</b> , the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
<b>23. Deadline for Submission of Bids</b>	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the <b>BDS</b> .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with <b>ITB 9</b> , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
<b>24. Late Bids</b>	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b> .



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	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
<b>25. Withdrawal of Bids</b>	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in <b>ITB 22</b> .

### E. OPENING AND EVALUATION OF BIDS

<b>26. Opening of Bids</b>	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, <i>in case of Single Stage One Envelope Procedure</i> , the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.



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	26.6	The envelopes holding the Technical & Financial Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24.
	26.10	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.11	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
<b>27. Confidentiality</b>	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing that provides record of the content of communication.
<b>28. Clarification of Bids</b>	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.



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	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage One Envelope Procedure, correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	28.3	The alteration or modification in the BID which in any way affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
<b>29. Preliminary Examination of Bids</b>	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b> ; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents specified under ITB 10, 11, 12 and 13 have been provided in the Bid. If any of the information related to these documents is missing, then evaluation committee may inquire bidders to provide the missing information or clarity regarding the submitted document (if required) through post bid clarification, which does not change the substance of bid. However, if



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		<p>bidder remains failed to provide the required information/ clarity or is not provided in accordance with the Instructions to Bidders, the Bid shall be considered as non-responsive.</p> <p>Note: if the response of Post bid clarification does not received from the bidder within 15 days then, the Bid shall be considered as non-responsive.</p>
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"><li>(a) Submit the number of copies of signed bids required by the invitation;</li><li>(b) Furnish required information concerning the number of its employees;</li><li>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</li><li>(d)</li></ul>
	29.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	29.6	<p>Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	29.7	<p>If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.</p>
<b>30. Examination of Terms and</b>	30.1	<p>The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>



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<i>Conditions; Technical Evaluation</i>		
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V - Schedule of Requirements, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with <b>ITB 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 18.9</b> .
<b>32 Evaluation of Bids</b>	32.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	32.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	32.3	Evaluation of bids will be made on Single stage single envelop basis in accordance with the clause 3 of Invitation of Bids. The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with the bidding document. Evaluation and comparison of bids will be lot-wise (if material is offered in Lots). Bids not



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		covering the entire equipment included in the item shall be considered non-responsive and not considered for further comparison.
	32.4	In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows: <ul style="list-style-type: none"> <li>a) making any correction for errors pursuant to Clause IB.31;</li> <li>b) excluding Provisional Sums and the provision, if any, for contingencies; and</li> </ul>
	32.5	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation. If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set forth in Clause IB.43 be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.
	32.6	<b>Evaluation will be carried out on FCS basis.</b>
<b>33. Domestic Preference</b>	33.1	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>34. Determination of Most Advantageous Bid</b>	34.1	In case where the Procuring Agency adopts the <b>Cost Based Evaluation Technique and, the Bid with the lowest evaluated price</b> from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	34.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: <ul style="list-style-type: none"> <li>i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</li> <li>ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters <b>specified in Evaluation Criteria</b> to be evaluated while determining the quality of the goods:</li> </ul> <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPRAs Rules - 2004.</p>
<b>35. Post-qualification of Bidder and/or</b>	35.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the



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<i>Abnormally Low Financial Proposal</i>		Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the <b>BDS</b> .
	35.2	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"><li>(a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li><li>(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</li><li>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</li><li>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally low Bid; and</li><li>(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</li></ul> <p><b>Guidance for Procuring Agency:</b> In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"><li>(i) Comparing the bid price with the cost estimate;</li><li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li><li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li></ul>
	35.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	35.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	35.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.



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		Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	35.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### F. AWARD OF CONTRACT

<b>36. Criteria of Award</b>	36.1	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<b>37. Negotiations</b>	37.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the Special Conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	37.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
<b>38. Procuring Agency's Right to reject All Bids</b>	38.1	Notwithstanding <b>ITB 37</b> , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. Public Procurement Regulatory Authority) may call from the Procuring Agency the justification of those grounds.



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	38.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	38.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
<b>39. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	39.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
<b>40. Notification of Award/Letter of Acceptance</b>	40.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	40.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Notification of Award/Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	40.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	40.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
<b>41. Signing of Contract</b>	41.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all condition's precedent</b> of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	41.3	Where no formal signing of a contract is required, contract agreement issued to the bidder shall be construed to be the contract.
<b>42. Performance Security (or Guarantee)</b>	42.1	After the receipt of the Notification of Award/Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Notification of Award/Letter of Acceptance and in accordance with the Conditions of Contract.



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	42.2	<p>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <p>(a) certified Cheque, cashier's or manager's Cheque, or bank draft;</p> <p>(b) bank guarantee confirmed by a reputable local bank as mentioned in BDS or, in the case of a successful foreign Bidder, bonded by a foreign bank</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	42.3	<p>Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids. The contracting officer will have the right to forfeit the Security bond/Performance Guarantee.</p> <p>(A) If the Contractor:-</p> <ol style="list-style-type: none"><li>Fails to supply the goods within the time specified.</li><li>Commits any breach of contract.</li><li>Fails to account for the import license issued on account of the purchaser.</li><li>Fails to account for the raw material secured by the contractor against any License or permit issued on account of the contracting officer.</li><li>Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.</li></ol> <p>(B) For other reasons specified in the contract agreement by the contracting officer for forfeiting the security deposit.</p> <p>If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of WAPDA/<b>PPMC</b>/DISCOs/GENCOs/NTDC, or from any money due to the contractor from any unit of WAPDA/<b>PPMC</b>/ DISCOs /GENCOs/NTDC.</p>
43. Advance Payment	43.1	The advance payment will not be provided.
44. Arbitrator	44.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
45. Corrupt & Fraudulent Practices	45.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/ Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM



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46. Constitution of Grievance Redressal	46.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
47. GRC Procedure	47.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	47.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than <b>seven (07) days</b> of the announcement of technical evaluation report and <b>five (05) days</b> after issuance of final evaluation report.
	47.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within <b>ten (10) days</b> of its receipt.
	47.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	47.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	47.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	47.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	47.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.



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### H. MECHANISM OF BLACKLISTING

48. Mechanism of Blacklisting	48.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:  i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the bid securing declaration; iv. Procuring Agency's Mechanism as per BDS
	48.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	48.3	The procuring agency shall give minimum of seven (07) days to the bidder or contractor for submission of written reply of the show cause notice
	48.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	48.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	48.6	The Procuring Agency shall give minimum of seven (07) days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	48.7	The procuring Agency shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	48.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	48.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in



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		the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	48.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition
	48.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	48.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as it deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.
	48.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	48.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as it deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

### I. QUALIFICATION CRITERIA AND EXPERIENCE

<p>49. <b>General Performance of the bidder or Manufacturers</b></p>	<p>49.1</p>	<p>a) The Purchaser reserves the right to obtain information regarding performance of the bidders or Manufacturers on their previously awarded contracts. The Purchaser may in case of poor performance in the <b>last three (03) years</b> starting from the date of opening of the tender w.r.t non-delivery, forfeiture of performance security, field performance etc. of any Bidder or manufacturer as reported by the purchasers of the previously awarded tender/Letter of Acceptance/contracts reject his bid.</p> <p>b) In case, bidder or its offered manufacturer after submission of bid or after award of Letter of Acceptance /contract agreement do not comply with the clauses of tender document/ Letter of Acceptance</p>
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		<p>/contract agreement, this office will proceed in accordance with Rule 19 of the Public Procurement Rules 2004 (Revised) to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.</p>
<b>50. General Experience</b>	50.1	a) The bidder should have at <b>03 years'</b> experience of supply of offered equipment of the same nature or higher capacity. Supply record duly signed and stamped shall be provided with the bid otherwise bid will be considered as non-responsive.
<b>51. Contractual Experience</b>	51.1	a) Bidder shall have successfully completed at least two (02) number of contracts of same nature/type. "Same nature/type" means material/equipment having comparable characteristics/ features. In this context, complete set of copies of the contract agreements/Purchase Orders along-with copy of GRN/ completion certificate for the equipment indicated in the supply record pertaining to the specified and comparable equipment during the bid evaluation. Non-submission of said/above documents shall render the bid non-responsive. In this context the bidder is required to fill only in the relevant forms given in tender document and submit the same with the bid. The documents submitted in format other than given in the bidding document, shall make the bid as non-responsive. Schedule of qualifications duly filled in should be submitted with the bid and extra sheets may be used to furnish qualifications, experience and supply record (year wise) of the addresses/contract numbers of the purchasers/clients.
<b>52. Operational Certificate</b>	52.1	Bidder shall submit concerned P.Os and relevant GRN / I.Cs of at least two (02) nos. of contracts of same nature/ type of equipment with the bid. Non-submission of said documents/certificates shall render the bid non-responsive.

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### J. PURCHASER RIGHTS

<b>53. Purchaser Right to change/ cancel the tender</b>	53.1	a) The invitation to tender is without engagement and the purchaser before placing the order reserves the rights: i. To scrap the tender. ii. To increase/decrease the quantity as per requirement/demand upon the mutual consent of the bidder. iii. To delete any item. iv. To place order on more than one supplier. b) The purchaser will have the right to increase the quantity of material/equipment indicated in the contract/ PO during the Currency of the contract (last date of delivery of material or completion of supply) provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract as per PPRA Rule. c) The purchaser will have the right to decrease the quantity upon the mutual consent of the bidder before placing the order.
<b>54. Order of Preference</b>	54.1	In case of any discrepancy, applicable preferences of clauses will be as under: 1. Clauses of Contract/Purchase Order 2. Clause of Letter of Acceptance/Notification of award. 3. Clauses of Special Conditions of the bidding document 4. Clauses of Bidding Data Sheet mentioned in bidding document 5. Clauses of General Conditions of the bidding document.
<b>55. Factory Acceptance Testing/ Inspection</b>	55.1	Factory Acceptance Testing/Inspection of offered material will be carried out at the manufacturer's premises by the C.E (MI) PPMC and C.E. (TS) Design LESCO team or his / their authorized representatives if required by the purchaser / competent authority. Notice in writing shall have to be given to the office of C.E (MI) PPMC and Chief Engineer Material Management LESCO, 22-A Queen's road Lahore by the tenderer under intimation to this office when the store against the order is ready for inspection. All expenses of Inspector(s) / Engineer(s) will be borne by the Tenderer. Boarding/Lodging, Daily Allowance etc. shall have to be Borne by the Tenderers/Supplier. The manufacturer shall allow to Inspector(s) the use of his laboratory material, instruments & labour free of cost as per provision of the specification /usual trade practice. The manufacturer/Supplier will have to deposit Inspection Fee @ 0.5% of the cost of material on order while offering material for inspection in the Account of Chief Engineer (MI) PPMC



### SECTION-III - BID DATA SHEET

#### A. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring Agency: <b>Chief Engineer Material Management LESCO Lahore</b>  The subject of procurement is: <b>Procurement of : As per Invitation to Bid</b>  Period for delivery of goods: As per delivery Schedule Commencement date for delivery of Goods: From the date of issuance of contract agreement.
2	2.1	Financial year for the operations of the Procuring Agency: <b>2025-26</b> Name of financing institution: <b>Lahore Electric Supply Company</b>
3.	3.1	<b>Joint venture or consortium not allowed</b>
	3.2	<b>N/A</b>
	3.3	<b>N/A</b>
	3.4	<b>N/A</b>
	3.5	<b>The invitation of e-bid on National Competitive Bidding (NCB) is opened to all prequalified manufacturers who are registered with FBR and are active tax payers.</b>
	3.6	<b>N/A</b>
4.	4.1	The bidders can quote rate against one or more lots but they are not allowed to quote partial quantity in any Lot. However, each lot will be compared and evaluated separately. The fate of procurement of one or more lots will be decided by the competent authority in the light of PPRA Rule-4 "Principals of Procurement". However, it is mandatory that the bidders must quote both prices i.e on FCS basis.
	4.2	Bidder must be manufacturer under relevant category



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### B. Bidding Documents

5.	6.2	One scanned e-bid containing all the required documents is to be submitted / uploaded on E-PADs only.
6.	7.1	The address for clarification of Bidding Documents is <i>Lahore Electric Supply Company (LESCO)</i> <i>Office of Chief Engineer Material Management LESCO</i> <i>22-AQueen's Road, Lahore</i>
	7.5	Pre-bid meeting will be held on the request of bidder at the following venue. <i>Lahore Electric Supply Company (LESCO) Office of Chief Engineer Material Management LESCO, 22-AQueen's Road, Lahore</i> <i>Any request for pre-bid meeting shall be requested by the bidder not later than ten days prior to bid opening. Any request received less than ten days before bid opening will not be entertained. The meeting should take place not later than one week before the deadline for Bid submission</i>

### C. Preparation of Bids

7.	9.1	The Language of all correspondences and documents related to the Bid is: <b>English</b>
8.	10.1	<ol style="list-style-type: none"><li>1. Copy of the deposit receipt of the tender fee. N/A</li><li>2. Schedule of delivery</li><li>3. Technical data and literature in English giving out salient feature of the quoted item (s) along-with WAPDA/PEPCO standard specification.</li><li>4. Bidders are required to submit details of all litigations, arbitration and other claims whether pending, threatened or resolved in last five years. The employer / Purchaser may disqualify bidder in the event that the total amount of pending or threatened litigations, arbitration and other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regard should be submitted in the Bid on attached form of pending litigation (Along-with proof / documentary evidences of required net worth). (FORM 11). Bidder will be considered as non-responsive if total amount of pending litigation or other claims represent twenty five percent (25%) of bidder's net worth. Detail in this regard should be submitted with bid.</li><li>5. Valid Prototype approval from NTDC OR unconditional undertaking /confirmation duly signed and stamped by the bidder and for fresh prototype approval duly with in delivery period and at bidder own cost as per NTDC Specification - Technical Provision of the bidding document.</li><li>6. Bidder has to attach a declaration on its letter head that bidder (in case bidder is not manufacturer) have not defaulted any contract agreement/purchase order in WAPDA/NTDC /DISCOs.</li><li>7. Bidder has to attach "Certificate of Quality and Standards" on its letter head that offered material shall be strictly as per WAPDA/NTDC/IEC standards (amended to date.) and Certificate that General Conditions of Contract for purchases by PEPCO / WAPDA dated 12/08/1948 amended up to date and latest purchase</li></ol>



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		<p>procedure PPRA-2004 (amended to date) are acceptable and will be adhered by the bidder.</p> <ol style="list-style-type: none"><li>8. Integrity Pact</li><li>9. Bid security/bank security as per bidding document.</li><li>10. Schedule of prices in respect of equipment (Form-3)</li><li>11. Annex-I of PPRA SRO 592 (Ultimate beneficial owner declaration) (Form-13)</li><li>12. Any other document required in the BDS.</li><li>13. Proforma showing performance of the firm in LESCO/DISCOS during last two fiscal / calendar years as per Pattern available in the bidding document (FORM-12) 1/2 (At least 02-Nos. P.O.s and their relevant GRNs must be attached)</li><li>14. Copy of certificate of registration with Sales Tax Department along-with necessary undertaking that the name of your firm exists on active tax payer list of FBR.</li><li>15. Valid ISO-18001/45001 Certification.</li></ol> <p>NOTE:</p> <ul style="list-style-type: none"><li>• The bidder must submit a cover letter along with the bid, clearly indicating a serial-wise list of all attached documents along with their respective page numbers. Marking of page number of the bid along with all enclosures must be ensured in sequence to ascertain the number of documents attached with the bidding documents, as per C.E (TS) Design memo No. 586-91. dt. 16.08.2024</li></ul>
	10.2	Detail of sample(s) to be submitted with the Bid are: (No) <b>Samples required</b>
9.	11.1 (w)	In addition to the documents stated in ITB 11, the mentioned documents must be included with the Bid: All documents mentioned in the bidding document including technical, contractual, commercial & financial etc.
10.	12.4	N/A
11.	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: <b><i>It is mandatory for bidder (s) to establish experience, qualification and evaluation criteria. In case bidder/manufacture fails to fulfill the criteria, its bid will be considered non-responsive.</i></b>
12.	15.7	For goods manufactured from within Pakistan the price quoted shall be in Pakistani Currency on FCS basis as given in the price Schedule.
13.	15.7	For goods offered from abroad the price quoted shall be: <i>Pak Rupees or as given in in the price Schedule.</i> The Incoterms edition is: <b>Incoterms 2010 (NOT APPLICABLE)</b>
14.	15.9	The Prices shall be fixed and firm without escalation during currency of contract. Bidder will assess all risk during bidding as well as after contract agreement before participation in bidding.
15.	16.1 (a)	a) For goods and related services originating in Pakistan the currency of the Bid shall be <b>Pakistani Rupees (PKR)</b> ;
16.	16.2	N/A
17.	17.1	Bids shall remain valid for <b>75-days</b> from the date of bid opening. A bid valid for a shorter period may be rejected as non-responsive. The bidder must mention in the covering letter of their bid that the offer is valid for <b>75-days</b> ; otherwise, it will be considered that offer is not valid as required.



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18.	18.1	<p>The amount of Bid Security shall be as per section-X of the bidding documents.</p> <p>The currency of the Bid Security shall be PKR :</p> <p>* The currency of Bid Security shall be denominated in PAK Rupees only.</p> <ol style="list-style-type: none"><li>1. Lesser bid security amount or validity of bid security will lead to rejection of bid.</li><li>2. Bid Securing Declaration "Not Applicable"</li></ol>
19.	18.3	<ul style="list-style-type: none"><li>• The bid security shall be, at the option of the bidder, in the form of Deposit at Call or Pay Order or Banker's Cheque or a Bank Guarantee must be issued in the favor of CEO LESCO</li><li>• In case of Bank Guarantee only, following Schedule Bank of Pakistan are acceptable <b>Allied Bank Limited, National Bank of Pakistan, Bank Al-Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al-Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited</b> or from a foreign bank duly counter guaranteed by above Scheduled Bank in Pakistan are acceptable or Foreign Banks operating in Pakistan duly registered with SBP.</li><li>• Bank Guarantee in the shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan.</li><li>• Bid Security shall be in favour of the Purchaser valid for a period of <b>28-days</b> beyond the Bid Validity date.</li><li>• Bid guarantee shall be furnished on non-judicial stamp paper of value Rs.500/-. In case of any amendment in Bid Security, the bidder should also furnish the same on non-judicial stamp paper of value Rs. 500/-</li></ul>
20.	19.1	Alternative Bids: <i>Not allowed</i>
21.	21.1	<b>Only bids on E-Pads will be accepted.</b>
22.	21.2	Written confirmation of authorization are: <i>Name of Authorized person, Designation, Company name, CNIC Number, employee code (if any).</i>

### D. Submission of Bids

23.	22.1	The procurement method would be "Single Stage One Envelop Procedure"
24.	22.2 (a)	Only E-Bids will be accepted and copy of e-bid will be submitted on following address :- <b>Lahore Electric Supply Company (LESCO)</b> <i>Office of Chief Engineer Material Management LESCO</i> <i>Room No.312, 3<sup>rd</sup> floor, 22-A Queen's Road, Lahore.</i>
25.	22.2 (b)	Title of the subject Procurement or Project name: Procurement of : <i>As per Invitation to Bid</i> ITB title and No: <i>As per Invitation to Bid</i> Time and date for submission: <i>As per Invitation to Bid</i>



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26.	23.1	The deadline for Bid submission is: As per Invitation to Bid
<b>E. Opening and Evaluation of Bids</b>		
27.	26.1	The Bid opening shall take place at: <b>Address:</b> <i>Lahore Electric Supply Company (LESCO)</i> <i>Office of Chief Engineer Material Management LESCO</i> <i>Room No. 312, 3<sup>rd</sup> floor, 22-A Queen's Road, Lahore.</i>
28.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pak Rupee.</i>  <i>Evaluation will be carried on FCS Basis.</i>
29.	34.1	The evaluation shall be carried out as per ITB clause-30 and clause-20 of BDS. On the basis of the eligibility of the supplier / manufacturer and eligibility of goods. If eligible, the bidder will be selected on least cost basis.
	34.2	N/A
	37.1	Negotiation will be undertaken as per PPRA Rule 40.



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### F. Award of Contract

30.	40.1	The purchaser will have the right to Increase the quantity of material/equipment indicated in the contract/PO during the currency of the contract (last date of delivery of material or completion of supply) provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract as per PPRA Rule. However, purchaser has the right to decrease the quantity of material with the mutual consent of the bidder.
31.	42.1 & 42.2	<ul style="list-style-type: none"><li>• The Performance Bond equal to <b>5%</b> of the value of the contract including GST from the following Scheduled Bank of Pakistan only: <b>Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited</b> or from a foreign bank duly counter guaranteed by above Scheduled Bank in Pakistan are acceptable operating in Pakistan duly registered with SBP. Bank Guarantee in the shape of Shape of Deposit at Call or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan in favour of the Purchaser will be furnished by the successful bidder within <b>07-days</b> from the date of issuance of Letter of Intent (LOI). In case of further delay due to late submission of performance guarantee / bond, Purchase Order will be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or bidding documents. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security must be furnished along with acceptance of Letter of Intent in writing before the formal issuance of the Purchase Order.</li><li>• The performance security shall be valid up to <b>12-months</b> after completion of FCS shall be prepared on Performa appended in "Standard Forms".</li><li>• <i>In case of non-submission of Performance Security within 28 days from the notification of Contract award / Notification of Award/Letter of Intent, the bid security shall be forfeited.</i></li><li>• Performance bond shall be furnished on non-judicial stamp paper of value Rs.500/-.</li></ul>
	43.1	Advance payment is not allowed.
32.	44.1	Chief Engineer (MM) / General Manager (Tech) shall act as arbitrator.

### G. Review of Procurement Decisions



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33.	47.1	The address of the Procuring Agency: <b>Lahore Electric Supply Company (LESCO)</b> Office of Chief Engineer Material Management LESCO Room No. 312, 3 <sup>rd</sup> floor, 22-A Queen's Road, Lahore..
	47.6	The Address of PPRA to submit a <b>copy</b> of grievance: <b>Grievance Redressal Appellate Committee,</b> <b>Public Procurement Regulatory Authority (PPRA)</b> 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254 <b>The Plaintiff will bear the cost / fees for PPRA Greivance.</b>

### Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx>

<https://visa.nadra.gov.pk/business-visa-list-bvl/>

**(NOT APPLICABLE)**

EPADS



## SECTION V:

### SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

#### A). Schedule of Requirement

According to Form 4 Completion Schedule

#### (B) Technical Conditions/Special Provisions

The material shall be supplied strictly according to NTDC's standard specification and quantity mentioned in **Form 3 & Form 4**

- a) If the Bidder does not possess the valid prototype approval for the offered material as per above mentioned standard specifications within last three years (if applicable under NTDC approved specification), the Bidder shall have to obtain the prototype approval from the office of Chief Engineer (S&S) NTDC, Lahore before start of mass production. Drawing and prototype samples for prototype testing (No. of samples as desired by the S&S office) shall be submitted within 30-days from the date of signing of Contract Agreement to Chief Engineer (S&S) NTDC Lahore.
- b) Delay in offering the prototype beyond 30-days will be considered as breach of contract agreement and liquidated charges @ 0.0667% percent for each and every day, of delay in submission of prototype sample, beyond the allowable 30 days, shall be recoverable from the contractor. These liquidated charges are in addition to the liquidated damages stated in preamble to general conditions of contract clause 26.1. All expenses of testing charges will have to be borne by the manufacturer/supplier. Any change suggested during prototype testing for compliance of specification shall have to be incorporated without any extra price or claim. The Chief Engineer (S&S) NTDC will approve the prototype sample within 30-days after its submission.
- c) In case of failure of 1st prototype Sample, the material shall be improved and second samples must be re-offered for prototype testing to Chief Engineer (S&S) NTDC by the Bidder, within 10-days and get prototype approval within 20-days after its submission. The time taken for improvement in samples and resubmission of drawings will not entitle the manufacturer to claim extension in delivery period on this account. If the Prototype fails second time, firm will be considered Non-Responsive and performance security will be fortified / encashed in favor of LESCO and the Contract Agreement shall stand cancelled. LESCO reserves the right to place Letter of Acceptance on the second lowest & substantially responsive bidder. Any further delay shall be on account of the Supplier / manufacturer and LESCO reserves the right to deduct the Liquidated Damages according to the relevant clause of the Purchase Order.



## Procurement of Distribution Material

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### Note:-

- i. Only one FCS rate should be quoted for supply of Stores at Regional Store Shalamar, Lahore, 132-KV Grid Station Walgon Shohail (Feroze wattwaan) and 132-KV Grid Station Pattoki. Percentage wise exact quantity will be allocated / distributed at the time of placing Letter of Intent (LOI) or award of contract.
- ii. The quoted FCS price in Pak Rupees shall be firm and final and not subject to escalation for any reason what-so-ever. The Tenderer shall be entirely responsible for all duties and Taxes and other such levies on finished goods/ components and raw material of the Contracted goods until delivery to the consignee(s). The Sales Tax be quoted separately.
- iii. This tender will be evaluated in the light of categorization policy formulated by WAPDA Authority and if any pre-qualified firm has not yet been categorized by WAPDA, it will be considered in category-1.
- iv. In case of any specific occurrence the shares will be distributed / allocated on the basis of previous performance in supplies against DISCOs Purchase Orders, manufacturing capacity / capability etc.
- v. Conditional Bids / Rates will not be entertained / accepted.
- vi. Bid submission / Tender opening date & timings shall be observed strictly.
- vii. You have to submit the requisite Certificate dully filled in, regarding the Declaration of Fees, Commission & Brokerage etc paid by you about Goods, Services & Works.
- viii. Cartel / pool rates are strictly prohibited. The firms found involved in collusive practice shall be dealt under PPRA Rules / PEPCO instructions.
- ix. In case of holiday announced by the Govt. of Pakistan, strike in LESCO or any other reasons what so ever due to which this office remains closed on the above scheduled tender opening date, the tender will be opened on next working day at same time and place / venue.
- x. In case of new entrant, the tenderer should submit the copy of educational / regular purchase order issued by any DISCOs along-with its completion and performance of supplied material in the light of specification / instructions / guidelines issued by Chief Engineer (S&S) NTDC Lahore letter No.3187-97 dated. 20.10.2015, otherwise your firm will be considered for educational order / non-responsive.
- xi. The bidder's Beneficiary Declaration certificate mentioning the names of beneficiary accounts as per PPRA SRO 592 and in case, such owners / Beneficiary have other firms with different names registered as General Order Suppliers with DISCO/ NTDC/WAPDA who are consistently non-performing (non-delivery of material, non-submission of performance Guarantees, Bid Guarantees, Advance Payments, non-execution of contract agreements etc.) then the bidder's having same beneficiary / owners firm's shall be declared as non-responsive. Copy of form of Beneficiary Declaration certificate is attached.
- xii. Marking of page number of the bid along with all enclosures must be ensured in sequence to ascertain the number of documents attached with the bidding documents, as per C.E (TS) Design memo No. 5686-91 dt.16.08.2024.
- xiii. The word PEPCO shall be read and considered as "PPMC"

Stamp & Signature of bidders



## **SECTION VI: STANDARD FORMS**

### **A. STANDARD FORMS FOR (SINGLE STAGE AND ONE ENVELOP PROCEDURE)**

**Form 1:** Form of Bid

**Form 2:** Documents/ Certificates to be submitted with Bid

**Form 3:** Price Schedule for Domestic Goods Manufactured within Pakistan

**Form 4:** List of Related Services and Completion Schedule

**Form 5:** Form of Qualification Information

**Form 6:** Notification of Award

**Form 7:** Bid Security Form

**Form 8:** Bid Securing Declaration

**Form 9:** Deviations from Technical Specification Form

**Form 10:** Deviation from Contractual Conditions

**Form11:** Current Litigation Information

**Form 12:** Performa Showing Performance of the Firms

**Form 13:** Annexure-I of PPRA SRO 592



## Procurement of Distribution Material

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### Form 1: Form of Bid

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[description of goods and services]*, price valid for *[insert bid validity days]* in conformity with the said Bidding Documents for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name) \_\_\_\_\_ [signature]

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

### Form 2: Documents/ Certificates to be submitted with Bid

Sr. No.	Description	Document Attached
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## Procurement of Distribution Material

**Tender No.4335**

		Tick "Yes /No"
1	Form of Bid and Bid Prices completed in accordance with ITB 14 and 15	
2	Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process.	
3	Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods	
4	Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents.	
5	Bid security or Bid Securing Declaration furnished in accordance with ITB 18	
6	Copy of the deposit receipt of the tender fee	
7	Schedule of delivery	
8	Technical data and Literature in English giving out salient feature of the quoted item(s) along-with WAPDA/PEPCO standard specification.	
9	Bidders are required to submit details of all litigations, arbitration and other claims whether pending, threatened or resolved in last five years. The employer / Purchaser may disqualify bidder in the event that the total amount of pending or threatened litigations, arbitration and other claims represents twenty five percent (25%) of the Bidder's net worth. Details in this regard should be submitted in the Bid on attached form of pending litigation (Alongwith proof / documentary evidences of required net worth). (Form-11)	
10	Undertaking of non-blacklisting AND Non default certificate in any contract agreement/purchase order in WAPDA/NTDC/DISCOs	
11	Valid and fresh manufacturer authorization(s). <b>(If applicable)</b>	
12	Financial statements and documents to ascertain the financial health of bidder <b>(In case of Litigation)</b>	
13	Original bid security/bank security as per bidding document	
14	Schedule of prices in respect of equipment	
15	Integrity Pact (if applicable)	
16	Complete offer through E-PADs	
17	Offer Letter/Form of Bid	
18	Annex-I of PPRA SRO 592 (Form-13)	
19	Forms available in the bidding document <b>(Only Applicable Forms)</b>	
20	Certificate that latest purchase procedure PPRA-2004 (amended to date) are acceptable to the bidder and are hereby agreed to by the bidder.	
21	Certificate that the material offered is in accordance with the NTDC Tender Specifications amended to date.	
22	Copy of Letter of Registration as General Order Supplier of Pre-qualification with NTDC/ DISCOs/PEPCO/WAPDA under relevant category of material.	
23	Copy of certificate of registration with Sales Tax Department along-with necessary undertaking that the name of your firm exists on active tax payer list of FBR.	
24	Valid ISO-18001/45001 Certification	
25	Valid Prototype approval from CE (S&S) NTDC,if applicable.	
26	Proforma showing performance of the firm in LESCO/DISCOs during last two fiscal / calendar years as per Pattern available in the bidding document (At least 02-Nos. P.Os and their relevant GRNs must be attached) <b>Form-12</b>	



## Procurement of Distribution Material

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### Form 3 : Price Schedules for Goods and Related Services Offered from within Pakistan

Tender No.	Type	Description of Material	Qty. (Nos.)	Lot No.	Per Unit FCS price without General Sales Tax & SED (in PKR)
4335	NCB	Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)	46,250	1	
			46,250	2	
			46,250	3	
			46,250	4	

Name ..... in the capacity of .....

Signature of Bidder:

Duly authorized to sign the Bid for and on behalf of ..... Dated on ..... day of .....20 .....

**Note:**

1. The delivery period will start from the date of the issuance of Purchase Order / Contract agreement.
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. Bids covering partial quantity will be rejected.

EPADS



## Procurement of Distribution Material

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### Form 4 : Completion Schedule

Tender No.	Type	Description of Material	Qty. (Nos.)	Lot No.	Required Delivery Period (Days)
4335	NCB	Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)	46,250	1	As detailed below
			46,250	2	
			46,250	3	
			46,250	4	

#### Delivery / Completion Schedule :

50% quantity against each lot will be supplied within 45-days and remaining 50% quantity will be delivered in next 45-days starting from the date of issuance of purchase order

Early Supply is also acceptable. Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. The terms "Delivery Date" shall mean the date of 1st day of Inspection or 15th day of Inspection Call whichever is earlier, shall be reckoned as date of delivery of Store to Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

#### CONSIGNEE

Dy. Manager, LESCO Regional Store Shalamar,  
Dy. Manager, LESCO Regional Store Walgon Sohail,  
Dy. Manager, LESCO Regional Store Pattoki,

### Form 5: Form of Qualification Information



## Procurement of Distribution Material

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- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: (Attach copy)  
Place of registration: \_\_\_\_\_  
Principal place of business: \_\_\_\_\_  
Power of attorney of signatory of Bid: \_\_\_\_\_
- 1.2 Total annual volume of Services performed in \_\_\_\_\_ years, in the internationally traded currency specified in the Bid Data Sheet: \_\_\_\_\_
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last \_\_\_\_\_ years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

- 1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (Name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents mentioning that We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.



## Procurement of Distribution Material

**Tender No.4335**

1.10 Information regarding any litigation, current or within the last *(insert period)* years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

### 1.11 Pending Litigation

Pending litigation and arbitration criterion \_\_\_\_\_ apply.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 25% (percent) of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Pending litigation form as form 16

### 2. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or *[delete1 statement which does not apply]*

(b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_



**Form 6: Notification of award/Letter of Acceptance**

[Letter head paper of the Procuring Agency]

[date]

To: [name and address of the Supplier]

This is to notify you that your bid submitted under cover of the letter dated \_\_\_\_\_, for execution of supply of \_\_\_\_\_ against the tender No. \_\_\_\_\_, as corrected and modified in accordance with the Instructions to Bidders is here-by accepted by us, in quantity and at the unit price mentioned hereunder.

**1. DOCUMENTS FORMING THE CONTRACT.**

- i. The Contract Agreement
- ii. This Notification of Award
- iii. Special Conditions of Contract
- iv. General Conditions of Contract
- v. Technical Requirements (including Schedule of Supply and Specifications- Technical Provisions)
- vi. Price Schedule
- vii. Post Bid Clarifications and confirmations submitted in response to those clarifications.

All other provisions / conditions in the bidding documents of this tender not mentioned herein shall remain in full force and effect and the conditions / deviations / exceptions and stipulations taken by you in your bid and post bid clarifications stand withdrawn except those which are agreed during pre-award / contract negotiations stage and recorded herein below.

**2. FINANCING:**

The procurement will be financed out of LESCO's own resources.

**3. TERMS OF PAYMENT:**

Payment under the contract shall be made after necessary pre-audit as per Section-VIII (SCC Clause 18). In case, if any submitted bill is found duplicate/already submitted, then action(s) will be initiated against you, which may leads to debarment/blacklisting of your firm. You are entirely responsible for successful opening of irrevocable letter of credit between you and your manufacturer. In this regard, no liability will fall towards purchaser. LESCO reserves the right to ask following information from you: Detail of import items, amount of transaction of LC, name and date of application to concerned bank for LC opening, date of case submission to SBP by concerned bank or any other information/document deemed necessary. You are liable to provide these information as & when required by the purchaser.

**4. TECHNICAL SPECIFICATIONS:**

- a) \_\_\_\_\_ (amended to date) and as per approved technical data & drawings by the office of Chief Engineer (TS) Design LESCO.
- b) Please supply four copies of the technical data, literature and drawings to LESCO at the earliest but within 15 days of issuance of the NOA for approval prior to commencing the manufacturing of the ordered equipment.
- c) Type testing: if applicable then you shall proceed as per technical Provisions clause 5, Section V. All instructions contained in Section-V of Schedule of Requirements, Specifications - Technical Provisions shall be complied with.

**5. WARRANTY:**

As stated in Section-VIII (SCC Clause 16) and at pre-award and during contract negotiations stage.



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### 6. INSPECTION AND REJECTION

- i) The inspection officer may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his direction, he is satisfied that the consignment is below the requirement of the particular governing the supply given in the NOA/Purchase order.
- ii) The decision of the inspecting officer shall be binding on you.
- iii) If the stores are rejected as aforesaid, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- iv) On final rejection the purchaser shall have the following rights
  - (a) To purchase against the rejected goods at your cost and expense
  - (b) To terminate the contract and recover the loss from you, the LESCO thereby incurs

### 7. FORCE MAJEURE AND TERMINATION OF CONTRACTS:

Bidding Document clauses GCC-27, GCC-28, GCC-29, GCC-30 shall be applicable.

### 8. LIQUIDATED DAMAGES:

Bidding Document clauses GCC-26, SCC-21 shall be applicable

### 9. RESPONSIBILITY FOR EXECUTING THE CONTRACT:

You are responsible for the successful execution of the contract in all respects in accordance with the terms and condition as specified in the contract including the schedule.

Further, we M/s [insert complete name of Bidder] will ensure the supply the material under this tender at the same price and terms & conditions mentioned in bidding document.

### 10. LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Laws of Pakistan as amended from time to time.

Please convey acceptance to this Notification of Award at the earliest and return one copy by appending Seal and signature at the space provided below as soon as possible but not later than 07 days from the date of issuance of this Notification of Award so that formal Contract Agreement may be signed and issued. All other terms and conditions of the bidding document shall also remain in full force and effect.

This is being issued after the approval of CEO LESCO.

ACCEPTED For and On Behalf of

For and on the behalf of,  
LAHORE ELECTRIC SUPPLY COMPANY  
(LESCO)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed By: \_\_\_\_\_

Signed By:

Designation: \_\_\_\_\_

Designation: Chief Engr. (MM) LESCO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

(Seal)

(Seal)

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

**Form 7: Bid Security Form**



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**To: The CEO LESCO**

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto CEO LESCO (hereinafter called “the Procuring Agency”) in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds it-self, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_ .

THE CONDITIONS of this obligation are:

1. If the Bid
  - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
  - (b) Disagreement to arithmetical correction made to the Bid price; or
  - (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including **Twenty Eight (28)** days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:..... in the capacity of ..... signed

*[Signature of the Bank]*

**Dated on ..... day of ..... 20 .....**

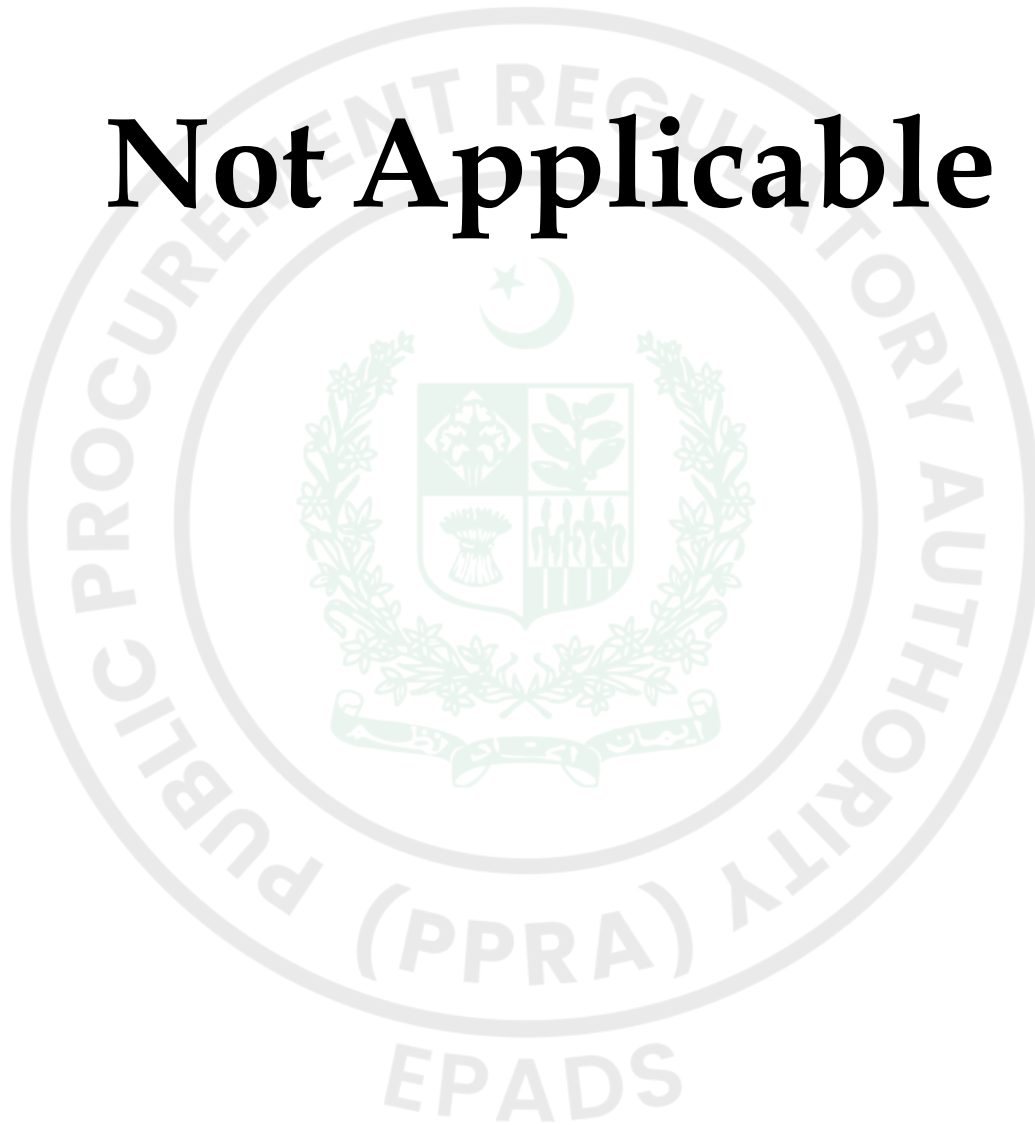
**Form 8: Bid Securing Declaration**



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**Not Applicable**



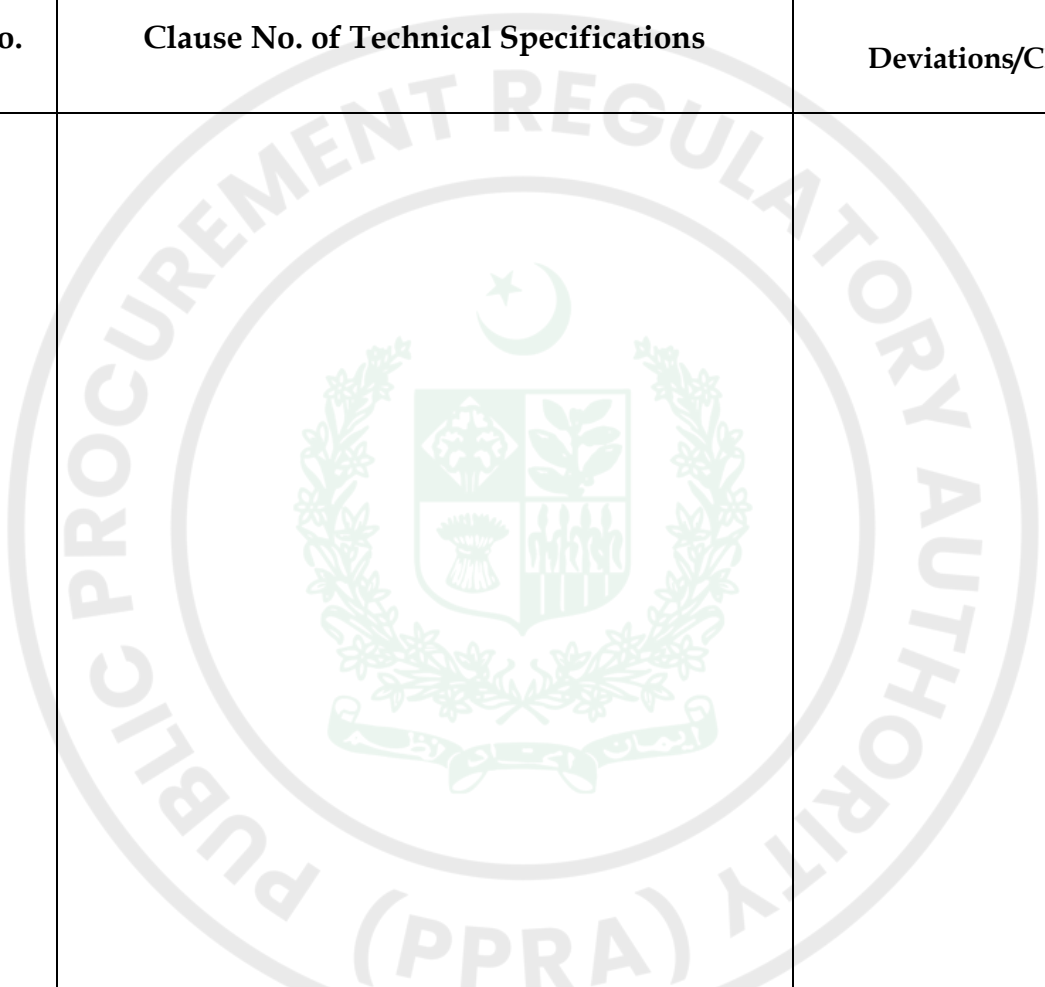
**Form 9: Schedule of Deviations from Technical Specifications**



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Note:- Attach additional sheets, if necessary, Non-listing of deviations, if any, shall make the bid non-responsive.

Sr. No.	Clause No. of Technical Specifications	Deviations/Clarifications
		

### Form 10: Schedule of Deviations from Contractual Conditions



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It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:-

Note:- Attach additional sheets, if necessary, Non-listing of deviations, if any, shall make the bid non-responsive.

Sr. No.	Clause No./Section No.	Deviations/Clarifications

EPADS



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### Form 11: Current Litigation Information

Each Bidder or must fill in this form

It is certified that M/s. \_\_\_\_\_ is not involved in the litigation in any court of law against Lahore Electric Supply Company (LESCO) and other DISCOs / any formation of WAPDA till date.

\_\_\_\_\_  
*Stamp with Signature*

If the firm (M/s. \_\_\_\_\_) is involved in any litigation against above organizations then provide one page brief alongwith following information on the prescribed proforma.

Name of DISCO/ Formation	P.O/ W.O	Dated	Item	Amount Involved (Rs.)		Reason for Litigation	Current Status with Attested Copies of the evidences (Under Process / Resolved / Stay Order / Arbitrations)
				Pending or Threatened	Resolved		

Net worth of the Firm ending latest fiscal year = \_\_\_\_\_

(Alongwith proof / documentary evidences of required net worth). Audit financial statement and FBR statement must be attached.

%age of pending or threatened litigation with respect to Net worth \_\_

In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

\_\_\_\_\_  
**Stamp with Signature**



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### Form 12: PROFORMA SHOWING PERFORMANCE OF THE FIRM IN LESCO/DISCOs DURING LAST TWO FISCAL / CALENDAR YEARS

Name of Firm: \_\_\_\_\_

Name of DISCO	PO No. & Date	Description of Material	Qty. on Order	Delivery Schedule	Qty. Supplied to date	Date of Supply	Qty. Balance	Material Supplied		Remarks
								In time	Delay	

It is also certified that:-

- i) Our firm is not in litigation with any formation of WAPDA / DISCOs.
- ii) In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

\_\_\_\_\_  
**Stamp with Signature**



**Form 13 : Annex-I of PPRA SRO 592**

**Beneficial Ownership Declaration Performa**

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name: \_\_\_\_\_
2. Father's Name / Spouse's Name \_\_\_\_\_
3. CNIC/NICOP/Passport No. \_\_\_\_\_
4. Nationality \_\_\_\_\_
5. Residential Address \_\_\_\_\_
6. Email Address \_\_\_\_\_
7. Date on which shareholding, control or interest acquired in the business. \_\_\_\_\_

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified	Date of Incorporation/registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimate owns or control the legal person or arrangement



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9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figure and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

[Additional page may be added if required]

Name and Signature  
(Person authorized to issue notice on behalf of the company)



**SECTION VII:  
GENERAL CONDITIONS OF THE CONTRACT  
GENERAL CONDITIONS OF THE CONTRACT (GCC)**

<b>1. Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a) <b>“Authority”</b> means Public Procurement Regulatory Authority.
		b) The <b>“Arbitrator”</b> is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract <b>GCC Clause 31</b> hereunder.
		c) The <b>“Contract”</b> means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d) The <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
		e) <b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f) <b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
		g) The <b>“Contract Price”</b> is the price stated in the Notification of award/Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h) <b>“Defective Goods”</b> are those goods which are below standards, requirements or specifications stated by the Contract.
		i) <b>“Delivery”</b> means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		j) <b>“Effective Contract date”</b> is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in <b>GCC Clause 3</b> .
	k) <b>“Procuring Agency”</b> means the person named as Procuring Agency in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related service, as named in <b>SCC</b> .	



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			l)	<p><b>“Related Services”</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p>
			m)	<p><b>“GCC”</b> means the General Conditions of Contract contained in this section.</p>
			n)	<p><b>“Intended Delivery Date”</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.</p>
			o)	<p><b>“SCC”</b> means the Special Conditions of Contract.</p>
			p)	<p><b>“Supplier”</b> means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p>
			q)	<p><b>“Project Name”</b> means the name of the project stated in SCC.</p>
			r)	<p><b>“Day”</b> means calendar day.</p>
			s)	<p><b>“Eligible Country”</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p>
			t)	<p><b>“End User”</b> means the organization(s) where the goods will be used, as named in the SCC.</p>
			u)	<p><b>“Origin”</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p>
			v)	<p><b>“Force Majeure”</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, <b>“Force Majeure”</b> means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s</p>



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			performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		w)	<b>“Specification”</b> means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	<b>Application and interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Notification of award/Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.



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3.	<b>Conditions Precedent</b>	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -  a) Submission of performance Security (or guarantee) in the form specified in the SCC;  b) Furnishing of Advance Payment Unconditional Guarantee. in the form specified in the SCC;
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	<b>Governing Language</b>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to <b>GCC Clause 3.1</b> , the version of the Contract written in the specified language shall govern its interpretation.
5.	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	<b>Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	<b>Standards</b>	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b>	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.



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		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in <b>GCC Clause 7.1</b> shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	<b>Patent and Copy Rights</b>	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	<b>Performance Security (or Guarantee)</b>	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Notification of Award/ <b>Letter of Acceptance</b> and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the <b>SCC Clause 7</b> .
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



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		10.3	<p>The Performance Security (or Guarantee) shall be in one of the following forms as specified in the <b>SCC Clause 7</b>:</p> <p>a) A bank Guarantee, an irrecoverable <b>letter of credit</b> issued by a reputable bank, or in the form provided in the bidding documents or another form acceptable to the procuring agency or,</p> <p>b) A Cashier's or certified cheque.</p>
		10.4	<p>The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in <b>SCC Clause 7</b>.</p>
<b>11. Inspections and Test</b>		11.1	<p>The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. <b>SCC</b> and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.</p>
		11.2	<p>The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s) as specified in the <b>SCC Clause 9</b>, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p>
		11.3	<p>Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.</p>
		11.4	<p>The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.</p>
		11.5	<p>Nothing in <b>GCC Clause 10</b> shall in any way release the supplier from any warranty or other obligations under this Contract.</p>



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12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the specifications /Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in <b>SCC Clause-11</b> .
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris unless otherwise specified in SCC.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the <b>SCC Clause-13</b> .
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.



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		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	<b>Related Services</b>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	<b>Spare Parts</b>	17.1	As specified in <b>SCC</b> , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts:



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			<ul style="list-style-type: none"> <li>i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</li> <li>ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
18.	<b>Warranty/ Defect Liability Period</b>	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	<b>Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC Clause-18</b> .



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		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to <b>GCC Clause 13</b> , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC Clause-18</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to <b>GCC Clause 19.4</b>
<b>20.</b>	<b>Prices</b>	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in <b>SCC Clause-19</b> or in the Procuring Agency's request for Bid Validity extension, as the case may be.
<b>21.</b>	<b>Change Orders</b>	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to <b>GCC Clause 22</b> , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.



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		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	<b>Contract Amendments</b>	22.1	Subject to <b>GCC Clause 20</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	<b>Assignment</b>	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	<b>Sub-contracts</b>	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of <b>GCC Clause 5</b> .
25.	<b>Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under <b>GCC Clause 29 28</b> , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to <b>GCC Clause 26</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 25.2</b> without the application of liquidated damages.



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<p><b>26.</b></p>	<p><b>Liquidated Damages</b></p>	<p>26.1</p>	<p>Subject to <b>GCC Clause 28</b>, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in <b>SCC</b>. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to <b>GCC Clause 27</b>.</p>
<p><b>27</b></p>	<p><b>Termination for Default</b></p>	<p><b>27.1</b></p>	<p>The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.</p>
		<p><b>27.2</b></p>	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> <li>a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to <b>GCC Clause 24</b>; or</li> <li>b) the Supplier fails to perform any other obligation(s) under the Contract;</li> <li>c) Supplier’s failure to submit performance security (or guarantee) within the time stipulated in the <b>SCC Clause 7</b>;</li> <li>d) the supplier has abandoned or repudiated the contract.</li> <li>e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>f) a payment is not paid by the Procuring Agency to the Supplier after the due date for payment;</li> <li>g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and</li> <li>h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:</p> <p><b>“Corrupt and Fraudulent Practice”</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p>



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		27.3	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 27.1</b> , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>28</b>	<b>Termination for Force Majeure</b>	<b>28.1</b>	<p>Notwithstanding the provisions of <b>GCC Clauses 25, 26, and 27</b>, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>29.</b>	<b>Termination for Insolvency</b>	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.



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<b>30.</b>	<b>Termination for Convenience</b>	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		<b>30.2</b>	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<b>31.</b>	<b>Disputes Resolution</b>	<b>31.1</b>	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
<b>32.</b>	<b>Procedure for Disputes Resolution</b>	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
<b>33.</b>	<b>Replacement of Arbitrator</b>	<b>33.1</b>	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
<b>34.</b>	<b>Limitation of Liability</b>	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to <b>GCC Clause 8</b> ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any



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			obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in <b>SCC Clause 24</b> .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.



## SECTION-VIII SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC																																		
<b>Definitions (GCC 1)</b>																																				
1.	1.1	The Procuring Agency is: <u>Lahore Electric Supply Company</u>																																		
2.	1.1(p)	The Supplier is: _____																																		
3.	1.1(q)	The title of the subject procurement or The Project is: Procurement of : as per Invitation of Bid.																																		
<b>Governing Language (GCC 4)</b>																																				
4.	4.1	The Governing Language shall be: English																																		
<b>Applicable Law (GCC 5)</b>																																				
5.	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan																																		
<b>Country of Origin (GCC 6)</b>																																				
6.	6.1	Country of Origin is: <u>Pakistan</u>																																		
<b>Performance Security ( or guarantee) (GCC 10)</b>																																				
7.	10.1	<p>Successful bidder will have to submit a Performance Bond / Security in the shape of CDR / Pay Order / Bank Draft / Bank Guarantee on the specified Proforma (valid for 12-Months from the receipt of last consignment) equal to 5% of the total value of contract inclusive of applicable amount of General Sales. Performance Bond / Security must be issued by the following schedule Banks of Pakistan having credit rating "AA" and above, as decided and circulated by the BOD LESCO in its 239th meeting held on 30.11.2021.</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td> </tr> <tr> <td>NBP</td><td>BOP</td><td>HBL</td><td>UBL</td><td>ABL</td><td>MCB</td><td>Bank Al-Flah</td><td>Bank Al-Habib</td><td>Faysal Bank</td><td>Askari Bank</td><td>Meezan Bank</td><td>Zari Tarqiati Bank</td><td>Habib Metropolitan Bank</td><td>Samba Bank Ltd.</td><td>Std. Ctd. Bank</td><td>Dubai Islamic Bank</td><td>JS Bank</td> </tr> </table> <p>Performance Bond / Security or Bank Guarantee / Performance Guarantee shall be submitted within 07-days from the date of issuance of Letter of Intent (LOI). In case of further delay due to late submission of performance guarantee / bond, Purchase Order will be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or bidding documents. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security must be furnished along with acceptance of Letter of Intent in writing before the formal issuance of the Purchase Order. Failure of successful tenderer to comply with the requirement of GCC Clause-10 shall constitute sufficient grounds for the annulment of award and forfeiture of the Tender Security. The Performance Security shall be furnished on non-judicial paper of value prescribed by the Government.</p>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Flah	Bank Al-Habib	Faysal Bank	Askari Bank	Meezan Bank	Zari Tarqiati Bank	Habib Metropolitan Bank	Samba Bank Ltd.	Std. Ctd. Bank	Dubai Islamic Bank	JS Bank
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17																				
NBP	BOP	HBL	UBL	ABL	MCB	Bank Al-Flah	Bank Al-Habib	Faysal Bank	Askari Bank	Meezan Bank	Zari Tarqiati Bank	Habib Metropolitan Bank	Samba Bank Ltd.	Std. Ctd. Bank	Dubai Islamic Bank	JS Bank																				



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8.	10.4	After delivery and acceptance of the Goods, <b>5%</b> percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
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### Inspections and Tests (GCC 11)

9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ol style="list-style-type: none"><li>Inspection of offered material will be carried out at the manufacturer's premises by the C.E (MI) PPMC and LESCO team or his / their authorized representatives if required by the purchaser / competent authority. Notice in writing shall have to be given to the office of C.E (MI) PPMC and Chief Engineer (TS) Design, LESCO, 132-KV Grid Station, Paragon City, Lahore by you under intimation to this office when the store against the order is ready for inspection. All expenses of Inspector(s) / Engineer(s) will be born by the Tenderer. Boarding/Lodging, Daily Allowance etc. shall have to be Borne by the Tenderers/Supplier. The manufacturer shall allow to Inspector(s) the use of his laboratory material, instruments &amp; labour free of cost as per provision of the specification /usual trade practice. The manufacturer/Supplier will have to deposit Inspection Fee @ 0.5% of the cost of material on order while offering material for inspection in the Account of Chief Engineer (MI) PPMC.</li><li>For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to the inspecting officers by you at your expense, boarding and lodging and daily allowance permissible under LESCO/WAPDA rules.</li><li>In case the Goods fail to withstand any test, the cost of repeating such test at the cost of witnessing such test by the Inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the purchaser without any additional cost to the purchaser.</li><li>Any inspection and or witnessing of tests or the waiving of such tests and or surveillance by the Engineer/Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the Engineer and or Inspector.</li></ol> <p>Two copies of all the Inspection and Tests Reports and certificates including those for quality control shall be supplied to the Engineer. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer and or Inspector.</p>
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### Packing (GCC Clause 12)

10.	12.2	<p>The following SCC shall supplement <b>GCC Clause 12.2</b>:</p> <p>The Goods shall be packed properly in accordance with the Technical Specification as per international standard export packing practices or as specified by the Procuring Agency.</p>
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<b>Delivery and Documents (GCC Clause 13)</b>		
11.	13.1 to 13.2	<b>For Goods from Abroad ( N/A )</b>
12	13.3	<b>For Goods from within Pakistan:</b>  For local supplier upon submission of delivery challan duly stamped and signed by LESCO/WAPDA consignee, Inspection Certificate, Warranty Certificate and confirmation of receipt of performance Security by this office.  The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
<b>Insurance (GCC Clause 14)</b>		
13.	14.1	N/A
<b>Related Services (GCC Clause 16)</b>		
14.	16.1	Related services to be provided are:  Free training to LESCO employees shall be provided by the bidder as & where (if ) mentioned in the bidding document.
<b>Spare Parts (GCC Clause 17)</b>		
15.	17.1	Additional spare parts requirements are: As per Tender specification or otherwise as per tender inquiry.
<b>Warranty (GCC Clause 18)</b>		
16.	18.2	a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.  b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.  c) A warranty to the effect that the goods offered conform exactly to the specifications laid down in this Contract and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications or not in conformity with the test certificate, you will be held responsible for all losses and that you agree to substitute the unacceptable goods with the acceptable goods at your risk and cost provided the above mentioned defects/deficiencies are noticed at the



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		<p>time of delivery and for a period of 12-months from the date of delivery of last consignment.</p> <p>d) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>e) Upon receipt of such Notice, the Supplier shall, within the warranty period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>f) If having been notified, the Supplier fails to remedy the defect within the warranty period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
17.	18.4	The period for correction of defects in the warranty period is 14-Days.
	18.5	The period for taking remedial action for failure of correction of defects in the warranty period is 21-Days from the date defect notified to the supplier at his cost and expense.
	<b>Payment (GCC Clause 19)</b>	
18.	19.1 to 19.5	<p>(a) All the payments due under this Purchase Order will be made through direct / cash payment or confirmed &amp; irrevocable Letter of Credit for Contract Price i.e. Rs._____ to be established by Chief Financial Officer LESCO according to their share allocation through any Scheduled Bank of Pakistan in your's favour. The amount of material excluding Sales Tax i.e. Rs._____ in the Letter of Credit shall be available for negotiation and encashment on the production of documents mentioned as under:-</p> <p>a. Bill in triplicate for 100% claim, approved by the Chief Engineer Material Management LESCO and pre-audited by office of Finance Director LESCO.</p> <p>b. Delivery Challan and GRN duly stamped and signed by the consignee.</p> <p>c. Warranty Certificate.</p> <p>d. Confirmation of Chief Engineer (MM) LESCO about acceptance of Performance Bond in case of the first claim only.</p> <p>e. Inspection Certificate issued by C.E (MI) PPMC or his authorized representative.</p> <p>f. 1/5th of GST amount will be deducted at the time of making payment as per FBR rules.</p> <p>g. Professional Tax Paid Certificate by the firm.</p> <p>h. The manufacturer in its invoices shall also give an undertaking that in case of omission of any deduct-able amount, LESCO's claim at any later stage (through / pre-audit or post audit) shall be acceptable to you.</p> <p>i. While raising invoice for the material supplied, the firm shall vividly mention the account number as well as the name of the bank and branch enabling Finance Director office to release payment thereof accordingly.</p> <p>j. As per directions of FBR dated. 3.9.2015 conveyed vide C.E (Operation) PEPCO vide letter No. 1918-28 dated. 17.09.2015, the payment to the registered persons may be linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment should be stopped till he files his mandatory returns and appears on ATL of FBR.</p>



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		<p>(b) The amount of Sales Tax i.e. Rs._____ in the Letter of Credit shall be available for negotiation and en-cashable on production of following documents "DULY PRE-AUDITED" by the office of Director Finance of concerned DISCOs but Finance Directorate will take maximum 7-days for pre-audit:-</p> <ol style="list-style-type: none"><li>Sales Tax Return-cum-Payment challan for the month of delivery of material.</li><li>Copy of GRN duly stamped and signed by respective consignees.</li><li>Sales Tax invoice as per GRN above (Item-ii)</li><li>In case the manufacturers who pay lump sum Sales Tax, they shall also submit an affidavit on on-judicial paper that "the Challan includes the amount of Rs._____of Sales Tax for supply of the quantity of Material to LESCO against P.O. No.____ dated ____.</li></ol> <p><b>PARTIAL DELIVERIES AND PART PAYMENT ARE ALLOWED.</b></p> <p>NOTE:- All charges relating to L/C opening and negotiation shall be borne by the Supplier.</p> <ol style="list-style-type: none"><li>The supplier/manufacturer shall have to carry out specified type tests &amp; sample tests at manufacturer's premises as described in above specifications (amended to-date) in the presence of LESCO/ NTDC / PPMC / WAPDA Engineer(s) before mass production.</li><li>The manufacturer will have to develop/ establish in house testing facilities for all the type tests as per standard specifications. These facilities should be approved by the Chief Engineer (S&amp;S) NTDC.</li><li>Joint Type Test shall be carried in accordance with relevant clause of the above specifications.</li><li>The word "THE LAHORE ELECTRIC SUPPLY COMPANY" LTD." or LESCO, with PO No. &amp; year of manufacturing together with other essential markings as per specification shall be provided.</li><li>Any changes suggested by the Chief Engineer (S&amp;S) NTDC during prototype testing for compliance of Specification and Purchase Order shall have to be incorporated without any extra price claim.</li><li>The testing charges of the material, if any, shall be borne by the tenderer.</li><li>All the materials shall be locally manufactured at your Works or approved facilities in Pakistan under your quality control. Representative of Chief Engineer (MI) PPMC, Chief Engineer (S&amp;S) NTDC shall verify the local manufacturing of parts/components at your Works or facilities elsewhere in Pakistan and assembly of complete material at your works during Stage Inspection of mass production once in every two months duration.</li><li>The tenderer shall provide free of charge all such assistance, instruments, machines, labour &amp; material as are normally required for carrying out such tests.</li><li>The tenderer shall submit the delivery schedule with offer.</li><li>The Contractor/Supplier have to submit the requisite Certificate (attached as Annexure-B), duly filled in, regarding the Declaration of Fees, Commission &amp; Brokerage etc. paid by you about Goods, Services &amp; Works.</li></ol>
	<b>Prices (GCC 20)</b>	
19.	20.1	Quoted prices are fixed.
	<b>Date of Commencement (GCC 26)</b>	



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20.	26.1	For FCS delivery, the delivery period shall start from the date of the issuance of Contract agreement.
<b>Liquidated Damages (GCC Clause 27)</b>		
21.	27.1	<p>If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled, at his option, either:-</p> <ol style="list-style-type: none"><li>To recover from you Liquidated Damages levied at the rate of 2% per month or part thereof subject to the maximum up to 10% of the contract price, the liquidated damages shall be recovered only on the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be for the total value of the Contract. The recovery of liquidated damages mentioned above can be affected from any payment due to you from any unit of WAPDA/PEPCO/NTDC/DISCOs/GENCOs. OR</li><li>To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery. OR</li><li>To cancel the contract at your risk and cost.</li></ol> <p>In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on that account; but you shall not be entitled to any gain on repurchase made against the supply order.</p> <p>If during the course of execution of the contract agreement, you are blacklisted by WAPDA/PEPCO/NTDC/DISCOs/GENCOs, the purchaser may proceed with all or any of the actions detailed below:</p> <ol style="list-style-type: none"><li>To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract.</li><li>To stop further supplies with or without financial repercussions.</li><li>To cancel the contract with or without reservations of rights</li></ol>
<b>Termination for Force Majeure (GCC Clause 28)</b>		
22.	28.1	<p>Notwithstanding the provisions of <b>GCC Clauses 25, 26, and 27</b>, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. The right of LESCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the Performance of the Contract by the Manufacturer or Supplier, or the Contract has become incapable of being performed. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to,</p> <ol style="list-style-type: none"><li>Act of God;</li><li>Act of State, War or any Act of the Enemy;</li><li>Lock outs, Riots or Civil Commotion;</li></ol>



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		<ul style="list-style-type: none"><li>iv. Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers;</li><li>v. Restriction imposed by the Government on the Import of any material relating to the manufacture of goods.</li><li>vi. Diversion of supplies by the Carrier without any fault or knowledge of the manufacturer or supplier.</li></ul>
	29.2	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof within fourteen (14) days from the happening of such events. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
	<b>Procedure for Dispute Resolution (GCC Clause 33)</b>	
23.	33.3	<p>Dispute Resolution</p> <p><b>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</b> N/A</p> <p><b>(b) For Contracts to be entered with nationals of Pakistan:</b></p> <ol style="list-style-type: none"><li>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract - whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within (07) days following a notice sent by one Party to the other Party in this regard.</li><li>2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li><li>3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both the parties. The Arbitration shall take place in Lahore and proceedings will be conducted in English/ Urdu language.</li><li>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and</li></ol>



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		<p>arbitration. However, the Arbitrator may also make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
	<b>Notices (GCC Clause 36)</b>	
24.	36.1	<p>Procuring Agency's address for notice purposes:</p> <p><b>Chief Engineer (MM) 22A QUEENS ROAD , LAHORE,</b></p> <p>Supplier's address for notice purposes: _____</p> <p>(To be provided after signing of Contract Agreement)</p>



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# SECTION-IX CONTRACT FORMS / FORM OF CONTRACT

## Form 14: Contract Agreement

[Letter head paper of the Procuring Agency]

[No.]

[date]

Between

**Lahore Electric Supply Company Ltd. (LESCO)**, a corporation incorporated under the laws of Islamic Republic of Pakistan and having its principal place of business at Lahore (hereinafter called "the Procuring agency") of the one part

And

**M/s [Complete Name of the Bidder]** (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited Bids for certain goods and related services viz., in the quantities and in the sums, mentioned below (hereinafter called "the contract price");

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract. In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This Contract Agreement.
  - (b) The Procuring agency Notification of award to the supplier issued vide no. \_\_\_\_\_ dated: \_\_\_\_\_ and its acceptance vide letter no. \_\_\_\_\_ dated: \_\_\_\_\_ & submission of Performance Guarantee vide letter no. \_\_\_\_\_ & \_\_\_\_\_.
  - (c) Performance Security in the shape of \_\_\_\_\_ issued by Bank \_\_\_\_\_ in the favour of **CEO LESCO**, bearing no. \_\_\_\_\_ dated: \_\_\_\_\_ amounting to RKR. \_\_\_\_\_/- valid up to \_\_\_\_\_.
  - (d) The Bid submission and the Price Schedule submitted by the Supplier.
  - (e) Delivery Schedule
  - (f) Tender Technical requirements and technical Specifications as per section V.
  - (g) The Special Conditions of Contract.
  - (h) The General Conditions of the Contract.
  - (i) All the Pre-Bid clarification/amendments, post bid clarifications during tender evaluation, any confirmations/clarification/ undertakings submitted to the evaluator and procuring agency and in case of any amendment(s) issued after NOA are applicable and part of this contract agreement.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this agreement, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. We, M/s [insert complete name of Manufacturer] undertakes that our supplier/local agent/bidder i.e. M/s [insert complete name of Bidder] will ensure the supply the material under this tender at the same price and terms & conditions of the contract issued to our supplier/local agent/bidder M/s [insert complete name of Bidder].

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of Pakistan on the day, month and year first indicated above.

For and on behalf of the Purchaser

For and on behalf of the Supplier

Signed:  
In the capacity of **Chief Engineer MM LESCO**

Signed:-  
In the capacity of

Witness 1:

Witness 1:

Signed: \_\_\_\_\_

Signed:



**Performance Security (Guarantee / Bond ) Form**

**To: Chief Engineer Material Management LESCO**

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*



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### Integrity Pact

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract Number: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Contract Title: \_\_\_\_\_ Dated: \_\_\_\_\_.

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

\_\_\_\_\_  
[Buyer]

\_\_\_\_\_  
[Seller/Supplier]



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### SECTION X: AMOUNT OF BID SECURITIES

#### Amount of Fixed Bid Security

Following is the fixed bid security against this tender in Pakistani Currency.

Tender No.	Type	Description of Material	Qty. (Nos.)	Lot No.	Amount of Fixed Bid security against each tender (PKR)
4335	NCB	Earth Rods Complete Sets, Conforming to standard specification No. P-111:76 (amended to date)	46,250	1	PKRs.1,790,000
			46,250	2	PKRs.1,790,000
			46,250	3	PKRs.1,790,000
			46,250	4	PKRs.1,790,000

